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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Bob Mullen
Director

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

July 18, 2014

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

Retroactive

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a **retroactive** contract with Laboratory Corporation of America Holdings d/b/a LabCorp (VC # 174899), 69 First Avenue, Raritan, NJ 08869, in the amount of \$387,653.24 to provide On-Site Clinical Laboratory Services for the incarcerated inmates of the Department upon Governor and Executive Council approval, effective for the period of June 1, 2014 through June 30, 2016, with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funds for this contract are available in account, Medical-Dental, as follows: 02-46-46-465010-8234-101-500729, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funds for SFY 2016 are contingent upon the availability and continued appropriation of funds.

Laboratory Corporation of America Holdings d/b/a LabCorp			
Account	Description	SFY 2015	SFY 2016
02-46-46-465010-8234-101-500729	Medical and Dental	\$ 201,579.68	\$ 186,073.56
Total Contract Amount:			\$ 387,653.24

EXPLANATION

This contract is **retroactive** due to administrative delays due to year-end work load and delays by the contractor to obtain contract documents.

Clinical Laboratory Services are a critical and necessary component of the overall New Hampshire Department of Corrections healthcare delivery system. Basic lab work is performed on all inmates and patients upon admission to facilities and is ordered clinically indicated throughout their incarceration and/or hospital stay. Services provided will include blood, urine, sputum and tissue analysis for a wide spectrum of diseases and health conditions. These essential clinical laboratory services will be provided to the Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Special Housing Unit (SHU) Concord, NH and the NH State Prison for Women (NHSP-W), Goffstown, NH.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for six (6) consecutive weeks and notified three (3) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposals. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract, lowest bidder, in the amount of \$387,653.24, to incumbent, Laboratory Corporation of America Holdings d/b/a LabCorp.

This RFP was scored utilizing a consensus methodology by a four (4) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Helen Hanks, MM, Director, Division of Medical/Forensic Services; Ransey Hill, Deputy Director, Division of Medical/Forensic Services; Joyce Leeka, Medical Operations Administrator, Division of Medical/Forensic Services and Jennifer Lind, Contract/Grant Administrator, Division of Administration.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner



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**On-Site Clinical Laboratory Services
RFP Bid Evaluation and Summary
NHDOC 14-06-GFMED**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 400 points
 - b. Organizational Capability – 300 points
 - c. Program Structure/Plan of Operation – 250 points
 - d. Financial Stability – 40 points
 - e. Qualitative References – 10 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 33 of NHDOC 14-06-GFMED RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Organizational Capability, Program Structure/Plan of Operation, Financial Stability and References are acceptable to the Department.

Evaluation Team Members:

- a. Helen Hanks, Director, Division of Medical/Forensic Services, NH Department of Corrections
- b. Ransey Hill, Deputy Director, Division of Medical/Forensic Services, NH Department of Corrections
- c. Joyce Leeka, Medical Operations Administrator, Division of Medical/Forensic Services, NH Department of Corrections
- d. Jennifer Lind, Contract/Grant Administrator, Division of Administration, NH Department of Corrections

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On-Site Clinical Laboratory Services
RFP Scoring Matrix
NHDOC 14-06-GFMED

Respondents:

- Bio-Reference Laboratories, Inc.
481 Edward H. Ross Drive, Elmwood Park, NJ 07407
- Laboratory Corporation of America Holdings (LabCorp)
69 First Avenue, Raritan, New Jersey 08869

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Total Estimated Cost – 400 points
 2. Organizational Capability – 300 points
 3. Program Structure/Plan of Operation - 250 points
 4. Financial Stability – 40 points
 5. Qualitative References – 10 points

NHDOC 14-06-GFMED RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Bio-Reference Laboratories, Inc.	Laboratory Corporation of America Holdings (LabCorp)
Total Estimated Cost	400	127.2	400
Organizational Capability	300	180	300
Program Structure/Plan of Operation	250	175	250
Financial Stability	40	40	40
Qualitative References	10	5	10
Total	1000	527.20	1000

Contract Award:

- Laboratory Corporation of America Holdings (LabCorp)
69 First Avenue, Raritan, New Jersey 08869

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**On-Site Clinical Laboratory Services
RFP Evaluation Committee Member Qualifications
NHDOC 14-06-GFMED**

Helen Hanks, MM, Director, Division of Medical/Forensic Services:

Mrs. Hanks has served as the Director of the Medical & Forensic Services Division since 2011. Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NH Department of Corrections. She has broad and specific knowledge of the correctional mental health system and behavioral health system, Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments. Mrs. Hanks has a Bachelor of Science in Psychology from Plymouth State College with a Pre-Law minor and a Master of Management in Healthcare from Brandeis University.

Ransey R. Hill, Deputy Director, Division of Medical/Forensic Services:

Mr. Hill recently joined the Medical & Forensic Services Division, to continue his career in the area of medical and social services. Between October 2008 and March 2014, Mr. Hill supported the NH Department of Corrections in the role of IT Manager III. Prior to this position, Mr. Hill has thirteen years of experience with the NH Department of Health and Human Services (DHHS) where he served as project administrator/director for key DHHS initiatives such as Electronic Benefits Transfers (EBT), and Community Passport, a nursing facility to community transition program for the Bureaus of Elderly and Adult Services, Behavioral Health and Developmental Services. He has a general knowledge of the correctional mental health system and behavioral health system, Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments. Mr. Hill has a Bachelor of Science in Business Administration from NH Universities System's College for Life Long Learning (CLL).

Joyce Leeka, RHIA, Medical Operations Administrator, Division of Medical/Forensic Services:

Ms. Leeka has served as the HIM Administrator since 1989. Ms. Leeka currently researches and drafts RFP's for the division with guidance from her supervisors. She has broad and specific knowledge of the correctional mental health system, Laaman and Holliday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

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Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Division of Administration:

Ms. Lind has served as the Contract/Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelor's of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



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Director**

**On-Site Clinical Laboratory Services
Bidders List
NHDOC RFP 14-06-GFMED**

Bio-Reference Laboratory
Warren Erdmann
Senior Vice-President/Director of Operations
481B Edward H. Ross Drive
Elmwood Park, NJ 07047
(o) 201-791-2600
(e) werdmann@bioreference.com
(w) <http://www.bioreference.com>

Laboratory Corporation of America Holdings, Inc.
Karan Lane, MBA
Keith Tardif
Senior Marketing Executives
175 Heritage Avenue
Portsmouth, NH 03801
(o) 978-518-7435
(e) lanek2@labcorp.com
(e) tardifk@labcorp.com
(w) <https://www.labcorp.com/wps/portal>

Quest Diagnostics New England
Kelly A. Pearson
Internal Account Representative
415 Mass Avenue
Cambridge, MA 02139
(o) 617-520-7576
(f) 617-271-3863
(e) Kelly.A.Pearson@QuestDiagnostics.com
(w) www.QuestDiagnostics.com

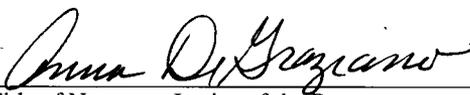
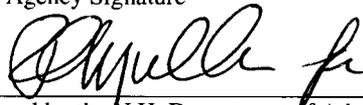
Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Subject: On-Site Clinical Laboratory Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Laboratory Corporation of America Holdings		1.4 Contractor Address 69 First Avenue, Raritan, NJ 08869	
1.5 Contractor Phone Number 908-526-2400	1.6 Account Number 02-46-46-465050- -101-500729	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$ 387,653.24
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William B. Haas, Senior Vice President	
1.13 Acknowledgement: State of New Jersey , County of Somerset On 4/23/14 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Anna DiGraziano, Notary Public of New Jersey			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: M.K. Byron On: 7/14/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials *WJM*
Date 4/23/14

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials WBA
Date 4/23/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek On-Site Clinical Laboratory Services for the inmate/patient population of the Northern NH Correctional Facility: Northern Correctional Facility (NCF), Berlin, NH, and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Special Housing Unit (SHU), Shea Farm, Community Corrections, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning June 1, 2014 upon approval of Governor and Executive Council (G&C) whichever is later, through June 30, 2016, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

3.1. Location of Services: NH Department of Corrections Correctional Facilities, which are marked with an "X" below:

Northern Region - NHDOC Northern NH Correctional Facility Location		
Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region - NHDOC Southern NH Correctional Facility Locations		
NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301
Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
Special Housing Unit (SHU)	281 North State Street	Concord, NH 03301
Shea Farm, Community Corrections	281 North State Street	Concord, NH 03301
NH State Prison for Women (NHSP-W)	317 Mast Road	Goffstown, NH 03045

- 3.2. The Contractor shall provide the requested On-Site Clinical Laboratory services to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.
- 3.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor. The Contractor shall be obligated to continue to provide services to facilities of the NH Department of Corrections even in the event that their geographic location changes.
- 3.4. Partial Proposals for requested On-Site Clinical Laboratory services for the NH Department of Corrections Correctional Facilities shall not be accepted.
- 3.5. On-Site Clinical Laboratory Service locations are subject to change for the life of the Contract and any renewals thereof.

4. Current Inmate/Patient/non-Adjudicated Resident Population as of 3/13/2014:

NH Department of Corrections Current Population		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	642
NH State Prison for Men – (NHSP- M)	Concord, NH 03301	1586
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)/Special Housing Unit (SHU)	Concord, NH 03301	85
Shea Farm, Community Corrections	Concord, NH 03301	308
NH State Prison for Women – (NHSP-W)	Goffstown, NH 03045	125
Current Inmate/Patient/non-Adjudicated Resident Population:		2674

5. Minimum Required Services:

5.1. Minimum Services:

- 5.1.1. Tests as identified in the Exhibit B, Clinical Laboratory Fee Schedule.
- 5.1.2. Tests that the Contractor may/can provide that are not listed in the Exhibit B, Fee Schedule.
- 5.1.3. Specific NH Department of Corrections Specialty Laboratory Panels for chronic care management and admissions to include (see Exhibit A-1, NH Department of Corrections Panels, page 28):
 - 5.1.3.1. Chronic Care Panel 1: (♂ & ♀, All Ages: Diabetes: CMP and Hgb A1c);
 - 5.1.3.2. Chronic Care Panel 2: (♂ & ♀, All Ages: Diabetes + Lipids: CMP and Hgb A1c and Lipid Panel);
 - 5.1.3.3. Chronic Care Panel 3: (♂ & ♀, All Ages: Hyperlipidemia; CMP, Lipid Panel);
 - 5.1.3.4. Admission Panel 1: (♂ < 40: CMP, Lipid Panel, RPR);
 - 5.1.3.5. Admission Panel 2: (♂ > 40: CMP, Lipid Panel, RPR, TSH);
 - 5.1.3.6. Admission Panel 3: [♀ < 40: CMP, Lipid Panel, RPR, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)];
 - 5.1.3.7. Admission Panel 4: Admission Panel 4: [♀ 40-50: CMP, Lipid Panel, RPR, TSH, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)];
 - 5.1.3.8. Admission Panel 5: (♀ > 50: CMP, Lipid Panel, RPR, TSH);
 - 5.1.3.9. Admission Panel 6: [SPU/RTU: (♂, All Ages: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts)];
 - 5.1.3.10. Admission Panel 7: [SPU/RTU (♀ < 50: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)]; and
 - 5.1.3.11. Admission Panel 8: [SPU/RTU (♀ > 50: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts)].
- 5.1.4. Provide any other tests required on an as needed basis including court ordered tests and those required by NH State Law.
- 5.1.5. Retrieval of samples/specimens from the NH Department of Corrections.
- 5.1.6. Phlebotomist services to include but not limited to:
 - 5.1.6.1. Venipuncture services; and
 - 5.1.6.2. Specimen collection time and training.
 - 5.1.6.3. Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites as identified in the Scope of Services, Exhibit A, Location of Services, Section Three (3).

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- 5.1.6.4. Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy Contractor staff.
- 5.1.7. Provide laboratory data via a bidirectional interoperability interface with an Electronic Health Record (EHR) system.
- 5.1.8. Contractors shall adhere to the provision of RSA 623-C:2, pursuant to RSA 151, where the NH Department of Corrections shall pay no more than one hundred ten percent (110%) of the Medicare allowable rate. Contractors shall utilize the 2014 Centers of Medicare & Medicaid Services (CMS) Laboratory Fee Schedule detailed in Exhibit B.

6. Retrieval Sites of Samples/Specimens:

- 6.1. The retrieval of samples/specimens from the NH Department of Corrections retrieval sites must be available on a daily basis as part of the service provided by the Contractor.
- 6.2. Retrieval times are to be determined between the Contractor and each NH Department of Corrections site.

7. Written Laboratory Reports:

- 7.1. Written lab reports shall to be furnished within twenty-four (24) hours of test completion via fax or other transmittal mechanism as deemed acceptable by the NH Department of Corrections, e.g.: electronic health record, which is to be provided by the Contractor.
- 7.2. Fax supplies, modem, on line, et cetera, necessary for these transmittals shall be provided by the Contractor. The NH Department of Corrections is currently seeking bids for an Electronic Health Record System. The Contractor selected shall demonstrate the capability to provide data via a bidirectional lab interface with the selected EHR Vendor.
- 7.3. Final lab test report(s) shall include results of all tests ordered on a single requisition.
- 7.4. In the event the fax or other transmittal mechanisms are inoperable, the Contractor shall expedite the delivery of final written lab report(s) by courier Monday through Friday.
- 7.5. The Contractor shall work with the NH Department of Corrections in designing a custom requisition form that includes NH Department of Corrections special panels as described in Section 5.1.3., above. This requisition form will also reflect the Hepatitis and HIV tests utilized by the NH Department of Corrections to ensure uniformity and cost effectiveness.

8. Format of Laboratory Test Results:

- 8.1. Preferred format of the lab test results shall be a horizontal, left to right format.
- 8.2. The lab report will provide the inmates/patients full name, inmates/patients number, date of birth, sex, collection date, report date, ordering provider and test results at a minimum.
- 8.3. The Contractor shall be required to provide a sample copy of a final lab report with the submission of a proposal.

9. Abnormal and Reportable Laboratory Results:

- 9.1. The Contractor shall report all abnormal lab results as stipulated by the NH Department of Corrections Chief Medical Officer (CMO) telephonically within four (4) hours of completion of the tests.
- 9.2. The Contractor shall provide a standard Critical/Panic Test Result form for review by the NH Department of Correction CMO. The CMO will modify the standard form to meet the NH Department of Corrections specific standards of care.
- 9.3. The Contractor shall provide copies of all reportable test results sent to the NH Health and Human Services, Division of Public Health Services.

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10. Phlebotomist Services:

- 10.1. Phlebotomist services shall be provided by the Contractor two (2) times per week (six hours total) for the Northern Correctional Facility (NCF) Berlin, NH; five (5) times per week (fifteen hours total) for the NH State Prison for Men (NHSP-M) to include once (1) a week for the Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU) and once (1) a week at the Special Housing Unit (SHU), Concord, NH.
- 10.2. The NH Department of Corrections is in the process of constructing a new Women's prison facility on the campus of the NHSP-M. It is anticipated to open in the fall of 2016. For the first two (2) years of the Contract (June 1, 2014 - June 30, 2016) phlebotomy services will be provided by the Contractor one (1) time per week (three hours total) at the NH State Prison for Women (NHSP-W) and Shea Farm (per request one-two times a month). Phlebotomy services for the optional two (2) year Contract extension will require an additional three (3) hours per week on the NHSP-M campus location with the opening of the new women's facility.
- 10.3. The on-site days of the Phlebotomist shall be determined by the NH Department of Corrections. If the NH Department of Corrections nurses perform venipuncture, there will be no special preparations of the specimen, i.e. no slide preparations or other lab preps such as transfer of specimens from one tube to another.
- 10.4. Phlebotomist shall be on site for a maximum of three (3) hours per session per site as mutually agreed upon between the Contractor and the NH Department of Corrections.
- 10.5. Phlebotomist services shall be inclusive of collection time and training.
- 10.6. Phlebotomist services to include but not limited to:
 - 10.6.1. Venipuncture services;
 - 10.6.2. Specimen collection time and training;
 - 10.6.3. Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites as identified in the Scope of Services, Exhibit A, Location of Services, Section Three (3);
 - 10.6.4. Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy Contractor staff.

11. Utilization Management Reports:

The Contractor shall provide monthly utilization management reports to the NH Department of Corrections. The reports shall be sorted by variables such as ordering provider, inmate/patient name, inmate/patient number, facility, date of test, test name, test code and test cost.

12. Supplies:

The Contractor shall provide all supplies to include but not limited to safety collection needles necessary for NH Department of Corrections nursing staff to obtain/collect specimens.

13. Venipuncture Training:

The Contractor shall provide venipuncture and specimen collection training as needed for the NH Department of Corrections nursing staff.

14. General Service Provisions:

- 14.1. Notification of Required Services: The NH Department of Corrections on-site Nurse Coordinator or designee shall contact the Contractor when non-scheduled service for specimen pick up is needed. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Contractor upon awarding the Contract.

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- 14.2. Tools and Equipment: The Contractor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any Contractor containers, tools and or equipment shall be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 14.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections, State of NH RSA's and Federal Public Laws and regulations.
- 14.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the Contract, this provision will require Governor and Executive Council approval.
- 14.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 14.5.1. Names, Date of Birth (DOB) and Social Security Number of all Contractor assigned employees shall be submitted to the Medical Operations Administrator at least seven (7) days before the persons are to work on-site. This rule shall apply for any Contractor employee that are assigned to work at any NH Department of Corrections facility. This rule shall apply for the duration of the Contract and any renewals thereof.
- 14.5.2. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 14.5.3. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 14.5.4., below.
- 14.5.4. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Division Director and designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and

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- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval of the NH Department of Corrections.
- 14.6. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 14.7. Admittance: The Department may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
- 14.8. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 14.9. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 14.9.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 14.9.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 14.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302
- 14.10. Contractor Liaison's Responsibilities:
- 14.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 14.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 14.10.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 14.10.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 14.11. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole

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discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Department of Corrections representative are:

- 14.11.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
 - 14.11.2. Monitoring compliance with the terms of the Contract;
 - 14.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
 - 14.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 14.11.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 14.12. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
- 14.12.1. Request the Contractor to provide proof of any and all permits to perform On-site Clinical Laboratory services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
 - 14.12.2. Monthly summary of services provided by facility, inmate, inmate number, and services provided at a minimum and;
 - 14.12.3. Any information requested by the NH Department of Corrections; and
 - 14.12.4. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302
- 14.13. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 14.14. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 14.14.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
 - 14.14.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
 - c.) Terminate the contract as otherwise permitted by law.
 - 14.14.3. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
 - 14.14.4. The NH Department of Corrections Bureau of Quality Improvement, Compliance and Research Director may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract as set forth in the approved Contract document;
 - 14.14.5. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies;

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- 14.14.6. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any renewals thereof; and
- 14.14.7. Review phlebotomy services performance to ensure such services are provided as scheduled without gaps in requested hours per week of coverage.

15. Other Contract Provisions:

- 15.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
 - 15.1.1. The Department of Corrections has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract; or
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 15.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

16. Bankruptcy or Insolvency Proceeding Notification:

- 16.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
- 16.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

17. Embodiment of the Contract:

- 17.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 17.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 17.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 17.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 17.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 17.1.3. shall govern.
- 17.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

18. Cancellation of Contract:

- 18.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.

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- 18.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 18.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 18.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

19. Contractor Transition:

NH Department of Corrections, at its discretion, for any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

20. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

21. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

22. NH Department of Corrections/State/Federal Rules/Regulations:

The Contractor shall adhere and comply to internal NH Department of Corrections policies and procedures, State RSA's and Federal rules and regulations that govern the NH Department of Corrections to include but not limit to the Health Insurance Portability and Accountability Act (HIPAA); Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164; Prison Rape Elimination Act (PREA), Public Law 108-79 Prison Rape Elimination Act of 2003; Federal Register 28 CFR Part 115, National Standards to Prevent, Detect and Respond to Prison Rape; NH Department of Corrections Administrative Rules, Rules of Conduct and Confidentiality of Information; FBI CJIS Security Policy, Version 5, and Criminal Justice Information Systems, Part 20.

22.1. **Only** personal property that is required for activities of daily living and contained in a clear plastic backpack shall be permitted into the secure perimeter of departmental facilities. Permitted personal items to include but are not limited to:

- 22.1.1. Toothbrush/toothpaste;
- 22.1.2. Dental floss;
- 22.1.3. Hand sanitizer/hand soap;
- 22.1.4. Comb/brush;
- 22.1.5. Feminine products;
- 22.1.6. Coffee cup/thermos;
- 22.1.7. Small/medium lunch box made of fabric or plastic (no larger than 30 quart);
- 22.1.8. Plastic eating utensils;
- 22.1.9. Pens/pencils;
- 22.1.10. AM/FM radio (no headphones/ear buds/compact disks);
- 22.1.11. Sunglasses;
- 22.1.12. Purse/wallet (no more than \$100.00 in cash); and

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- 22.1.13. Prescribed and over-the-counter medications (no more than a one (1) day supply in a properly labeled prescription bottle/container, obtained from a pharmacy).

23. Information:

- 23.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 23.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction any and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 23.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 23.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 23.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the Contract and any renewals thereof and may be cause for Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

24. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

25. Special Notes:

- 25.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 25.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 25.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department.

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Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.

- 25.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
- 25.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 25.4.2. Secure the Contractor's written agreement to the proposed changes.
- 25.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 25.6. The NH Department of Corrections shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.
- 25.7. The NH Department of Corrections shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.
- 25.8. The Department of Corrections shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Department of Corrections staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:
- 25.8.1. NH Department of Corrections staff does not have contracting and payment authority.

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SECTION C: Scope of Services, Exhibit A-1

1. NH Department of Corrections Specialty Laboratory Panels:

1.1. Specialized Chronic Care Panels, All Facilities/Sites:

Lab Panel Category	Gender/Age Group	Laboratory Panels	Facility/Site
Chronic Care Panel 1	♂ & ♀/ All Ages	Diabetes: CMP and Hgb A1c	All Facilities/Sites
Chronic Care Panel 2	♂ & ♀/ All Ages	Diabetes + Lipids: CMP and Hgb A1c and Lipid Panel	All Facilities/Sites
Chronic Care Panel 3	♂ & ♀/ All Ages	Hyperlipidemia; CMP, Lipid Panel	All Facilities/Sites

1.2. Specialized Admission Panels:

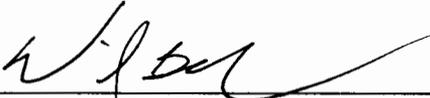
Lab Panel Category	Gender/Age Group	Laboratory Panels	Facility/Site
Admission Panel 1	♂ < Age 40	CMP, Lipid Panel, RPR	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 2	♂ > Age 40	CMP, Lipid Panel, RPR, TSH	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 3	♀ < Age 40	CMP, Lipid Panel, RPR, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 4	♀ Ages: 40-50	CMP, Lipid Panel, RPR, TSH, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 5	♀ > Age 50	CMP, Lipid Panel, RPR, TSH	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 6	♂ All Ages	CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts	SPU/RTU
Admission Panel 7	♀ < Age 50	CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	SPU/RTU
Admission Panel 8	♀ > Age 50	CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts	SPU/RTU

SECTION D: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide One-Site Clinical Laboratory Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.



AUTHORIZED SIGNATURE

4 / 23 / 14

DATE

William B. Haas, Senior Vice President
NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “BEST AND FINAL OFFER” (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The “BEST AND FINAL OFFER” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

**Estimated Budget/Method of Payment
Exhibit B**

2. Clinical Laboratory Fee Schedule:

- 2.1. Service Fee Schedule Period: June 1, 2014 through June 30, 2016.
- 2.2. Northern and Southern NH Correctional Facilities Clinical Laboratory Fee Schedules:

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
1	86900, 86901	ABO Blood Group and Type (Rockleigh)	\$ 8.96	12	\$ 12.00	\$ 144.00
2	86900, 86906	ABO Grouping w/RH-HR Genotype	\$ 19.11	8	\$ 40.00	\$ 320.00
3	85048	Absolute Neutrophil	\$ 3.20	4	\$ 6.13	\$ 24.52
4	82024	ACTH	\$ 57.97	16	\$ 75.00	\$ 1,200.00
5	82040	Albumin	\$ 7.43	4	\$ 6.75	\$ 27.00
6	82088	Aldosterone	\$ 61.16	4	\$ 81.00	\$ 324.00
7	84075	Alkaline Phosphatase	\$ 7.77	4	\$ 6.75	\$ 27.00
8	86003(x7)	Allergen, Fish: Codfish, Halibut, Mackerel, Perch, Salmon, Trout, Tuna	\$ 54.81	40	\$ 54.81	\$ 2,192.40
9	86003(x5)	Allergen, Fruit: Apple, Banana, Grape, Peach, Pear	\$ 39.15	40	\$ 21.00	\$ 840.00
10	86003(x6)	Allergen, Grain: Barley, Whole Grain, Corn, Oat, Rice, Rye, Wheat	\$ 46.98	40	\$ 25.20	\$ 1,008.00
11	86003(x3)	Allergen, Meat: Beef, Chicken, Pork	\$ 23.49	40	\$ 12.00	\$ 480.00
12	86003(x7)	Allergen, Nut: Almond, Brazil, Cashew, Hazelnut/Filbert, Peanut, Pecan, Walnut	\$ 54.81	60	\$ 28.00	\$ 1,680.00
13	86003(x6)	Allergen, Shell Fish: Clam, Crab, Lobster, Oyster, Scallop, Shrimp	\$ 46.98	60	\$ 24.00	\$ 1,440.00
14	86003(x7)	Allergen, Vegetable: Broccoli, Cabbage, Cauliflower, Celery, Cucumber, Lettuce, Spinach	\$ 54.81	40	\$ 29.40	\$ 1,176.00
15	86003	Allergen, Banana	\$ 7.83	8	\$ 4.20	\$ 33.60
16	86003	Allergen, Pineapple	\$ 7.83	4	\$ 7.83	\$ 31.32
17	86003	Allergen, Black Pepper	\$ 7.83	4	\$ 7.83	\$ 31.32
18	86003	Allergen, Milk (cow)	\$ 7.83	20	\$ 5.00	\$ 100.00
19	86003	Allergen, Codfish	\$ 7.83	28	\$ 7.83	\$ 219.24
20	86003	Allergen, Peanut	\$ 7.83	16	\$ 5.00	\$ 80.00
21	86003	Allergen, Shrimp	\$ 7.83	48	\$ 7.83	\$ 375.84
22	86003	Allergen, Tuna	\$ 7.83	28	\$ 7.83	\$ 219.24
23	86003	Allergen, Salmon	\$ 7.83	16	\$ 7.83	\$ 125.28
24	86003	Allergen, Haddock	\$ 7.83	16	\$ 7.83	\$ 125.28
25	86003	Allergen, Pine Nut	\$ 7.83	4	\$ 7.83	\$ 31.32
26	86003	Allergen, Cashew	\$ 7.83	4	\$ 7.83	\$ 31.32
27	86003	Allergen, Almond	\$ 7.83	4	\$ 7.83	\$ 31.32
28	86003	Allergen, Pecan	\$ 7.83	4	\$ 7.83	\$ 31.32
29	86003	Allergen, Hazelnut/Filbert	\$ 7.83	4	\$ 7.83	\$ 31.32
30	86003	Allergen, Brazil Nut	\$ 7.83	4	\$ 7.83	\$ 31.32
31	86003	Allergen, Onions	\$ 7.83	16	\$ 7.83	\$ 125.28
32	86003	Allergen, Lobster	\$ 7.83	16	\$ 7.83	\$ 125.28
Subtotal [Sum of Total Cost Column Exhibit B, Page 30 (Item # 1 – 32)]:						\$ 12,662.52

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
33	86003	Allergen, Mushroom	\$ 7.83	4	\$ 7.83	\$ 31.32
34	86003	Allergen, Crab	\$ 7.83	16	\$ 7.83	\$ 125.28
35	86003	Allergen, Clam	\$ 7.83	48	\$ 7.83	\$ 375.84
36	86003	Allergen, Egg (whole)	\$ 7.83	24	\$ 7.83	\$ 187.92
37	86003	Allergen, Walnut	\$ 7.83	4	\$ 7.83	\$ 31.32
38	86003	Allergen, Whitefish	\$ 7.83	28	\$ 7.83	\$ 219.24
39	86003	Allergen, Tomato	\$ 7.83	4	\$ 7.83	\$ 31.32
40	86003	Allergen, Sunflower Seed	\$ 7.83	4	\$ 7.83	\$ 31.32
41	86003	Allergen, Corn	\$ 7.83	4	\$ 7.83	\$ 31.32
42	86003	Allergen, Gluten	\$ 7.83	16	\$ 7.83	\$ 125.28
43	86003	Allergen, Beef	\$ 7.83	4	\$ 7.83	\$ 31.32
44	86003	Allergen, Pork	\$ 7.83	4	\$ 7.83	\$ 31.32
45	86003	Allergen, Chicken	\$ 7.83	4	\$ 7.83	\$ 31.32
46	86003	Allergen, Catfish	\$ 7.83	4	\$ 7.83	\$ 31.32
47	86003	Allergen, Red Kidney	\$ 7.83	16	\$ 7.83	\$ 125.28
48	86003	Allergen, Lentil	\$ 7.83	16	\$ 7.83	\$ 125.28
49	86003	Allergen, Split Pea	\$ 7.83	16	\$ 7.83	\$ 125.28
50	86003	Allergen, Pinto Bean	\$ 7.83	16	\$ 5.00	\$ 80.00
51	86003	Allergen, White Bean	\$ 7.83	16	\$ 5.00	\$ 80.00
52	86003	Allergen, Barley	\$ 7.83	16	\$ 7.83	\$ 125.28
53	86003	Allergen, Soy Bean	\$ 7.83	16	\$ 7.83	\$ 125.28
54	82105	Alpha Fetoprotein, Tumor Marker	\$ 25.18	236	\$ 10.00	\$ 2,360.00
55	80152	Amitriptyline	\$ 26.86	40	\$ 26.86	\$ 1,074.40
56	82140	Ammonia, Blood	\$ 21.87	12	\$ 24.56	\$ 294.72
57	82150	Amylase	\$ 9.72	96	\$ 6.00	\$ 576.00
58	86038	ANA By IFA, IgG, FANA, FANA (ARUP)	\$ 18.14	56	\$ 20.75	\$ 1,162.00
59	82164	Angiotensin-Converting Enzyme	\$ 21.91	4	\$ 21.91	\$ 87.64
60	86905	Antibody ID, RBC (Prenatal Only)	\$ 4.05	4	\$ 38.00	\$ 152.00
61	86225	Anti-dsDNA Antibodies	\$ 20.61	4	\$ 20.61	\$ 82.44
62	83516	Antiglomerular BM Ab	\$ 17.18	4	\$ 34.00	\$ 136.00
63	87081	Beta Strep Group A	\$ 8.66	4	\$ 9.00	\$ 36.00
64	84703	Beta-Hcg, Qualitative Urine	\$ 11.29	8	\$ 9.49	\$ 75.92
65	84702	Beta-Hcg, Quantitative Tumor Maker	\$ 22.59	8	\$ 30.75	\$ 246.00
66	86140	C Reactive Protein; CRP Wide Range	\$ 7.77	52	\$ 15.75	\$ 819.00
67	86301	CA 19-9	\$ 31.23	4	\$ 31.23	\$ 124.92
68	86304	CA-125	\$ 31.23	4	\$ 34.50	\$ 138.00
69	82310	Calcium	\$ 7.74	4	\$ 6.75	\$ 27.00
70	82340	Calcium, 24 Urine	\$ 9.05	4	\$ 7.13	\$ 28.52
71	82360	Calculi (Stone) Analysis	\$ 19.32	4	\$ 32.75	\$ 131.00
72	80156	Carbamazepine Epoxide & Total	\$ 21.86	28	\$ 21.00	\$ 588.00
73	80157	Carbamazepine, Free & Total	\$ 19.90	4	\$ 21.00	\$ 84.00
74	82378	Carcinoembryonic Antigen (CEA)	\$ 28.47	16	\$ 21.50	\$ 344.00
75	82380	Carotene	\$ 13.84	4	\$ 20.00	\$ 80.00
76	82384	Catecholamines, Urine, Free, 24 Hr.	\$ 37.90	4	\$ 37.90	\$ 151.60
Subtotal [Sum of Total Cost Column Exhibit B, Page 31 (Item # 33 – 76)]:						\$ 10,901.00

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
77	86361	CD4 Absolute and Percent	\$ 16.50	60	\$ 16.50	\$ 990.00
78	82784, 83516, 86255	Celiac Disease Panel	\$ 49.21	4	\$ 97.25	\$ 389.00
79	87491, 87591	Chlamydia Trach/Neisseria GON By Amplified Detection	\$ 79.78	204	\$ 47.00	\$ 9,588.00
80	84022	Chlorpromazine, Serum	\$ 23.38	4	\$ 23.38	\$ 93.52
81	87324	Clostridium Difficile Toxins A&B	\$ 17.18	24	\$ 10.00	\$ 240.00
82	80154	Clozapine	\$ 27.75	4	\$ 36.75	\$ 147.00
83	86644	CMV, IGG Quantitative	\$ 21.60	4	\$ 34.00	\$ 136.00
84	86160	Complement, C3, Serum	\$ 18.02	4	\$ 16.63	\$ 66.52
85	86160	Complement, C4, Serum	\$ 18.02	4	\$ 16.63	\$ 66.52
86	86880	Coombs, Direct	\$ 8.07	4	\$ 26.44	\$ 105.76
87	82525	Copper, Serum	\$ 18.62	4	\$ 18.62	\$ 74.48
88	82533	Cortisol AM	\$ 22.24	68	\$ 20.00	\$ 1,360.00
89	86141	C-Reactive Protein, High Sensitivity	\$ 19.43	56	\$ 14.31	\$ 801.36
90	82550	Creatine Kinase	\$ 9.77	80	\$ 6.75	\$ 540.00
91	82565	Creatinine	\$ 7.69	12	\$ 6.75	\$ 81.00
92	82575	Creatinine Clearance, Urine (Normalized)	\$ 14.18	24	\$ 10.00	\$ 240.00
93	82570	Creatinine, 24 Hr. Urine	\$ 7.77	12	\$ 9.00	\$ 108.00
94	82595	Cryoglobulins	\$ 9.71	20	\$ 9.30	\$ 186.00
95	87040	Culture, Blood	\$ 15.50	32	\$ 18.00	\$ 576.00
96	87075	Culture, Clostridium Difficile	\$ 14.20	4	\$ 14.20	\$ 56.80
97	87101	Culture, Fungus	\$ 11.57	4	\$ 15.25	\$ 61.00
98	87101	Culture, Fungus, Yeast Only	\$ 11.57	4	\$ 15.25	\$ 61.00
99	87070	Culture, Genital	\$ 12.93	44	\$ 13.00	\$ 572.00
100	87255	Culture, Herpes Simplex Virus	\$ 50.82	4	\$ 50.82	\$ 203.28
101	87070	Culture, Sputum, Lower Respiratory	\$ 12.93	4	\$ 12.60	\$ 50.40
102	874045, 87046, 87427	Culture, Stool (Formed & Liquid)	\$ 45.52	8	\$ 22.00	\$ 176.00
103	87070	Culture, Throat (Upper Respiratory Culture)	\$ 12.93	4	\$ 18.00	\$ 72.00
104	87086	Culture, Urine	\$ 9.63	4	\$ 14.00	\$ 56.00
105	87070	Culture, Wound, Aerobic, General	\$ 12.93	136	\$ 13.00	\$ 1,768.00
106	86200	Cyclic Citrullinated Peptide Antibody, IgG	\$ 19.43	8	\$ 39.00	\$ 312.00
107	85379	D-Dimer	\$ 15.28	4	\$ 27.30	\$ 109.20
108	80160	Desipramine, Serum	\$ 25.83	4	\$ 25.83	\$ 103.32
109	80162	Digoxin	\$ 19.93	8	\$ 21.56	\$ 172.48
110	80185	Dilantin, Total (Phenytoin)	\$ 18.09	76	\$ 18.00	\$ 1,368.00
111	80166	Doxepin (Sinequan, Adapin)	\$ 23.25	4	\$ 38.10	\$ 152.40
112	8010 (x9)	Drug Panel 9, Urine	\$ -	4	\$ 13.13	\$ 52.52
113	80051	Electrolyte Panel	\$ 10.53	4	\$ 6.00	\$ 24.00
114	86663, 86664, 86665 (x)	Epstein Barr Virus Panel	\$ 62.57	4	\$ 65.44	\$ 261.76
115	86665	Epstein Barr Virus, IgM	\$ 21.44	4	\$ 15.75	\$ 63.00
Subtotal [Sum of Total Cost Column Exhibit B, Page 32 (Item # 77 – 115)]:						\$ 21,484.32

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
116	82670	Estradiol	\$ 41.93	4	\$ 36.06	\$ 144.24
117	80101 (x14)	Drug Screen-14, Urine-Pain Management: Amphetamine; Barbiturate; Benzodiazepines; Buprenorphine Cannabinoid; Cocaine; Fentanyl; Meperidine; Methadone; Opiates; Oxycodone/Oxymorphone; phencyclidine; Propoxyphene; Tramadol	\$ -	8	\$ 165.00	\$ 1,320.00
118	82705	Fecal Fat, Qualitative	\$ 7.63	4	\$ 17.00	\$ 68.00
119	82728	Ferritin	\$ 20.45	1752	\$ 9.00	\$ 15,768.00
120	82746	Folate, Serum	\$ 22.07	24	\$ 16.00	\$ 384.00
121	83001	Follicle Stimulating Hormone	\$ 27.89	8	\$ 22.00	\$ 176.00
122	80170	Gentamicin Trough, Serum	\$ 24.62	4	\$ 22.50	\$ 90.00
123	80170	Gentamicin Peak, Serum	\$ 24.62	4	\$ 22.50	\$ 90.00
124	82951	Glucose Tolerance Test, Gestational	\$ 19.32	4	\$ 20.25	\$ 81.00
125	82947	Glucose, Serum	\$ 5.90	8	\$ 5.00	\$ 40.00
126	82950	Glucose Tolerance Test, 2-Hr.	\$ 7.13	4	\$ 6.75	\$ 27.00
127	82951, 82952	Glucose Tolerance Test, 3-Hr., Gestational	\$ 25.21	4	\$ 27.00	\$ 108.00
128	82947, 82950	Glucose Tolerance Test, 2-Hr. (Oral WHO Protocol)	\$ 13.03	8	\$ 13.50	\$ 108.00
129	87070, 87075, 87205	Gram Stain-Anaerobic/Aerobic	\$ 33.53	8	\$ 46.25	\$ 370.00
130	80173	Haloperidol	\$ 21.86	8	\$ 43.60	\$ 348.80
131	83010	Haptoglobin	\$ 18.88	8	\$ 20.75	\$ 166.00
132	86677	Helicobacter Pylori Antibody, IFF	\$ 21.78	104	\$ 20.00	\$ 2,080.00
133	81256	Hemochromatosis Hereditary Screening Text	\$ 98.09	16	\$ 145.00	\$ 2,320.00
134	83036	Hemoglobin A1c	\$ 14.56	3212	\$ 5.50	\$ 17,666.00
135	85014, 85018, 85041, 85048	Hemogram, No Diff/Plts	\$ 14.50	36	\$ 4.65	\$ 167.40
136	85004, 85014, 85018, 85041, 85048	Hemogram w/Diff, w/o Plts	\$ 25.43	44	\$ 4.75	\$ 209.00
137	85027	Hemogram w/Plts, w/o Diff	\$ 9.71	4	\$ 6.38	\$ 25.52
138	85025	Hemogram w/Diff (CBC) & Platelet	\$ 11.67	1590	\$ 5.00	\$ 7,950.00
139	80076	Hepatic Function Panel (SD)	\$ 12.25	72	\$ 7.00	\$ 504.00
140	87517	Hepatitis B DNA, Quantasure PCR/Viral Load	\$ 64.28	8	\$ 235.00	\$ 1,880.00
141	87522	Hepatitis C Virus RNA by PCR (Quantitative)	\$ 64.28	300	\$ 129.00	\$ 38,700.00
142	87902	Hepatitis C (HCV), Genotype	\$ 123.46	4	\$ 245.00	\$ 980.00
143	80074	Hepatitis Panel, Acute	\$ 70.04	4	\$ 63.87	\$ 255.48
144	87536	HIV-1 RNA PCR (Non-Graph)	\$ 84.33	72	\$ 105.00	\$ 7,560.00
Subtotal [Sum of Total Cost Column Exhibit B, Page 33 (Item # 116 – 144)]:						\$ 99,586.44

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
145	87900, 87910	HIV Genosure® MG Genotype	\$ 319.06	4	\$ 350.00	\$ 1,400.00
146	78901	Human Immunodeficiency Virus 1, Genotyping	\$ -	4	\$ 350.00	\$ 1,400.00
147	82784 (x3), 84155, 84165, 86334	IFE and PE, Serum	\$ 94.87	4	\$ 94.87	\$ 379.48
148	80174	Imipramine (Tofranil), Serum	\$ 25.83	4	\$ 25.83	\$ 103.32
149	83540, 83550	Iron-Total, TIBC & Saturation	\$ 22.83	472	\$ 13.50	\$ 6,372.00
150	83615	Lactic Dehydrogenase (LDH)	\$ 9.05	16	\$ 6.75	\$ 108.00
151	82542	Lamotrigine (Lamictal), Serum	\$ 27.09	4	\$ 35.00	\$ 140.00
152	83655	Lead, Blood (Adult)	\$ 18.17	4	\$ 18.17	\$ 72.68
153	88305	Level IV Surgical Pathology	\$ -	20	\$ 68.25	\$ 1,365.00
154	83690	Lipase	\$ 10.34	92	\$ 9.31	\$ 856.52
155	80061	Lipid Profile	\$ 20.10	3248	\$ 4.50	\$ 14,616.00
156	80061	Lipid Panel w/ LDL/HDL Ratio	\$ 20.10	4	\$ 4.50	\$ 18.00
157	80178	Lithium	\$ 9.92	404	\$ 6.00	\$ 2,424.00
158	83002	Luteinizing Hormone	\$ 27.79	8	\$ 21.44	\$ 171.52
159	86617 (x2)	Lyme ABS, IgG & IgM by Western Blot	\$ 23.24	4	\$ 40.00	\$ 160.00
160	86618	Lyme Disease Antibody	\$ 23.24	4	\$ 35.90	\$ 143.60
161	83735	Magnesium, Serum	\$ 10.05	264	\$ 8.00	\$ 2,112.00
162	80048	Metabolic Panel, Basic	\$ 12.69	84	\$ 7.63	\$ 640.92
163	80053	Metabolic Panel, Comprehensive: ALT/SGPT: A:G Ratio; Albumin; Alkaline Phosphatase; AST/SGOT; Billirubin, Total; BUN; BUN: Creatinine Ratio; Calcium; Carbon Dioxide, Total; Chloride; Creatinine; Globulin, Total; Glucose; Potassium; Protein, Total; Sodium	\$ 15.85	3336	\$ 4.80	\$ 16,012.80
164	83835	Metanephrines, Frac. Quantitative, 24 Hr. Urine	\$ 25.42	4	\$ 25.42	\$ 101.68
165	83921	Methylmalonic Acid, Serum	\$ 24.70	4	\$ 47.25	\$ 189.00
166	82043	Microalbumin, Random Urine	\$ 8.11	8	\$ 16.63	\$ 133.04
167	83516	Mitochondrial M2 Antigen, IgG	\$ 17.18	4	\$ 28.00	\$ 112.00
168	86308	Mono Test	\$ 7.77	4	\$ 10.00	\$ 40.00
169	86738 (x2)	Mycoplasma Pneumoniae ABS, G/M	\$ 31.32	4	\$ 37.80	\$ 151.20
170	86256 (x3)	Antineutrophil Cytoplasmic Antibodies (ANCA)	\$ 59.24	4	\$ 66.15	\$ 264.60
171	80182	Nortriptyline	\$ 20.34	8	\$ 35.00	\$ 280.00
172	80299	Olanzapine (Zyprexa)	\$ 20.55	8	\$ 50.25	\$ 402.00
173	83930	Osmolality, Serum	\$ 9.92	16	\$ 10.00	\$ 160.00
174	83935	Osmolality, Urine	\$ 10.23	16	\$ 14.88	\$ 238.08
175	87177, 87209	Ova & Parasites	\$ 40.23	8	\$ 20.00	\$ 160.00
176	82542	Oxcarbazepine	\$ 27.09	4	\$ 55.00	\$ 220.00
Subtotal [Sum of Total Cost Column Exhibit B, Page 34 (Item # 145 – 176)]:						\$ 50,947.44

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
177	88142	Pap Smear, Liquid-Based	\$ 30.42	204	\$ 25.00	\$ 5,100.00
178	88141	Pap Smear, Physician Read	\$ -	12	\$ 20.00	\$ 240.00
179	80184	Phenobarbital	\$ 17.18	24	\$ 21.56	\$ 517.44
180	84100	Phosphorus	\$ 7.11	64	\$ 6.75	\$ 432.00
181	84132	Potassium, Serum	\$ 6.90	12	\$ 6.75	\$ 81.00
182	84134	Prealbumin	\$ 21.88	4	\$ 20.13	\$ 80.52
183	84702	Pregnancy Serum HCG Quantitative	\$ 22.59	8	\$ 25.00	\$ 200.00
184	84146	Prolactin	\$ 29.08	36	\$ 27.69	\$ 996.84
185	84155, 84165	Protein Electrophoresis, Serum	\$ 21.49	52	\$ 21.00	\$ 1,092.00
186	85610	Prottime-INR (PT)	\$ 5.91	252	\$ 4.00	\$ 1,008.00
187	85610, 85730	PT and PTT-Activated	\$ 14.92	88	\$ 13.00	\$ 1,144.00
188	85730	PTT-Activated	\$ 9.01	12	\$ 9.00	\$ 108.00
189	84153	PSA (Annual Screening)	\$ 21.78	1680	\$ 9.00	\$ 15,120.00
190	83970	PTH Intact	\$ 61.94	40	\$ 34.13	\$ 1,365.20
191	86038	R-Anti-Nuclear AB IgG	\$ 18.14	8	\$ 20.75	\$ 166.00
192	80069	Renal Function Panel	\$ 13.04	16	\$ 7.88	\$ 126.08
193	85045	Retic Count	\$ 6.00	136	\$ 6.00	\$ 816.00
194	86461	Rheumatoid Factor	\$ 8.51	84	\$ 8.38	\$ 703.92
195	86592	RPR	\$ 6.40	36	\$ 6.50	\$ 234.00
196	86762	Rubella Virus, IgG	\$ 21.60	12	\$ 11.00	\$ 132.00
197	85652	Sedimentation Rate-ESR	\$ 4.06	376	\$ 4.00	\$ 1,504.00
198	84450	SGOT (AST)	\$ 7.77	16	\$ 6.75	\$ 108.00
199	84460	SGPT (ALT)	\$ 7.94	16	\$ 6.75	\$ 108.00
200	83516	Smooth Muscle Antibodies	\$ 17.18	4	\$ 28.00	\$ 112.00
201	86592	Syphilis Test w/ Confirmation	\$ 6.40	8	\$ 6.88	\$ 55.04
202	84480	T3, Total	\$ 21.27	24	\$ 21.00	\$ 504.00
203	80197	Tacrolimus (ARUP)	\$ 10.49	16	\$ 63.00	\$ 1,008.00
204	84403	Testosterone	\$ 38.74	72	\$ 32.13	\$ 2,313.36
205	84402, 84403	Testosterone, Free, & Total Adult Male	\$ 76.23	4	\$ 55.39	\$ 221.56
206	80198	Theophylline	\$ 21.23	4	\$ 20.00	\$ 80.00
207	86376, 86800	Thyroid Antibodies	\$ 42.78	4	\$ 17.59	\$ 70.36
208	84436, 84443, 84479, 84480	Thyroid Panel: FTI; T3 Uptake, TSH; T4; T3	\$ 63.81	24	\$ 41.00	\$ 984.00
209	86376	Thyroid Peroxidase Antibodies	\$ 21.84	8	\$ 20.25	\$ 162.00
210	84436	Thyroxine (T4)	\$ 8.66	28	\$ 6.00	\$ 168.00
211	84439	Thyroxine (T4), Free, Direct, Serum	\$ 13.53	80	\$ 21.00	\$ 1,680.00
212	83516	Tissue Transglutaminase Antibody, IGA	\$ 17.18	4	33.60	\$ 134.40
213	84155	Total Protein, Serum	\$ 5.37	8	\$ 6.75	\$ 54.00
214	84156	Total Protein, Urine, Quantitative 24 Hr.	\$ 5.37	24	\$ 7.31	\$ 175.44
215	86777	Toxoplasma IgG AB	\$ 21.60	4	\$ 29.00	\$ 116.00
216	86780	Tréponema Pallidum Antibody By MHA	\$ 19.87	4	\$ 22.00	\$ 88.00
217	84443	TSH	\$ 25.22	3860	\$ 8.00	\$ 30,880.00
Subtotal [Sum of Total Cost Column Exhibit B, Page 35 (Item # 177 – 217)]:						\$ 70,189.16

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
218	84439, 84443	TSH & Free T4	\$ 38.75	76	\$ 29.00	\$ 2,204.00
219	84520	Urea Nitrogen, Blood	\$ 5.93	12	\$ 6.75	\$ 81.00
220	84550	Uric Acid, Serum	\$ 6.78	116	\$ 6.75	\$ 783.00
221	81025	Urine HCG (1 st AM Void)	\$ 9.49	4	\$ 9.49	\$ 37.96
222	84397	Urine, 24 Hr., 5-HIAA, Quantitative	\$ -	4	\$ 10.00	\$ 40.00
223	81001	Urinalysis, Complete w/ Micro	\$ 4.75	16	\$ 6.50	\$ 104.00
*224		Urinalysis, Complete w/ Micro, w/ Reflex Culture, Routine	\$ -	488	\$ 3.75	\$ 1,830.00
225	80164	Valproic Acid	\$ 20.34	348	\$ 15.00	\$ 5,220.00
226	80202	Vancomycin (Peak)	\$ 20.34	4	\$ 23.00	\$ 92.00
227	80202	Vancomycin (Trough)	\$ 20.34	60	\$ 18.00	\$ 1,080.00
228	82607	Vitamin B12	\$ 18.02	60	\$ 20.00	\$ 1,200.00
229	82607, 82746	Vitamin B12 & Folate	\$ 40.09	712	\$ 40.00	\$ 28,480.00
230	82180	Vitamin C	\$ 14.83	4	\$ 25.00	\$ 100.00
231	82306	Vitamin D25 Hydroxy (D3 Metabolite)	\$ 44.44	20	\$ 44.44	\$ 888.80
**232		Chronic Care Panel 1 (♂ & ♀; All Ages & Facilities): Diabetes: CMP and Hgb A1c	\$ -	8	\$ 18.25	\$ 146.00
**233		Chronic Care Panel 2 (♂ & ♀; All Ages & Facilities): Diabetes + Lipids: CMP and Hgb A1c and Lipid Panel	\$ -	0	\$ 28.56	\$ 0.00
**234		Chronic Care Panel 3 (♂ & ♀; All Ages & Facilities): Hyperlipidemia; CMP, Lipid Panel	\$ -	40	\$ 17.50	\$ 700.00
**235		Admission Panel 1 (♂ < 40; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR	\$ -	1658	\$ 15.80	\$ 26,196.40
**236		Admission Panel 2 (♂ > 40; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR, TSH	\$ -	1200	\$ 23.80	\$ 28,560.00
**237		Admission Panel 3 (♀ < 40; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	\$ -	304	\$ 30.80	\$ 9,363.20
**238		Admission Panel 4 (♀ Ages 40-50; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR, TSH, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	\$ -	120	\$ 38.80	\$ 4,656.00
*	Contractor to provide CPT Code					
**	Contractor to provide Generic Code for Specialty Labs					
Subtotal [Sum of Total Cost Column Exhibit B, Page 36 (Item # 218 – 238)]:						\$ 111,762.36

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
**239		Admission Panel 5 (♀ > 50; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR, TSH	\$ -	100	\$ 23.80	\$ 2,380.00
**240		Admission Panel 6 (♂, All Ages, SPU/RTU): CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts	\$ -	148	\$ 42.00	\$ 6,216.00
**241		Admission Panel 7 (♀ < 50, SPU/RTU): CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	\$ -	26	\$ 57.00	\$ 1,482.00
**242		Admission Panel 8 (♀ < 50, SPU/RTU): CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts	\$ -	1	\$ 42.00	\$ 42.00
**	Contractor to provide Generic Code for Specialty Labs					
Subtotal [Sum of Total Cost Column Exhibit B, Page 37 (Item # 239 – 242)]:						\$ 10,120.00
Two Year Estimated Budget: [Add Subtotal Cost Columns Exhibit B, Pages 30-37 of 43 (Items # 1 – 242)]						\$ 387,653.24

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3. Method of Payment:

- 3.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 3.2. Original invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, Medical Operations Administrator, P.O. Box 1806, Concord, NH 03302-1806 for approval.
- 3.3. Original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.
- 3.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 3.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 3.5.1. Invoice date and number;
 - 3.5.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 3.5.3. Quantity, description and inmate/patient name and number associated with services rendered;
 - 3.5.4. Itemized service/product total charge per service/product type.
- 3.6. Any related service and/or product charges shall be at the expense of the Contractor to include but not limited to:
 - 3.6.1. Delivery of incorrect equipment/supplies requested/ordered by the NH Department of Corrections;
 - 3.6.2. Shipping and handling charges; and
 - 3.6.3. Any related travel/mileage expenses for Contractor's personnel to facilities.
- 3.7. Exhibit B Fee Schedule shall remain in full force for the duration of this agreement and any renewals thereof.
- 3.8. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 3.9. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one of the Contract shall end on June 30, 2015.

4. Fee Structure for Clinical Laboratory Services:

- 4.1. The Fee Structure for Clinical Laboratory Services shall include:
 - 4.1.1. Laboratory tests (cumulative total of the estimated volume of each laboratory test multiplied by the Contractor's unit cost of each laboratory test); and
 - 4.1.2. On-site Phlebotomist services (training and collection time of samples/specimens) shall be inclusive of the Contractor's unit cost of each laboratory test.

**Estimated Budget/Method of Payment
Exhibit B**

- 4.2. The NH Department of Corrections is seeking the best rates available with regard to Laboratory costs. The 2014 Centers of Medicare & Medicaid Services (CMS) Laboratory Fee Schedule, Medicare plus 10% is our basis for comparison with regard to proposed Contractor costs in assessing the Total Estimated Cost in the Scoring Criteria.
- 4.3. The Clinical Laboratory Fee Schedule, Exhibit B, is not exclusive. The Contractor and the NH Department of Corrections acknowledge that other tests not on the fee schedule may and will be clinically indicated. The Contractor, at the Department's request, shall provide pricing that conforms to the Medicare plus 10% fee structure as stated in Exhibit B, Section 4.2.
- 4.4. Contractors shall adhere to the provision of RSA 623-C:2, pursuant to RSA 151, where the NH Department of Corrections shall pay no more than one hundred ten percent (110%) of the Medicare allowable rate. Contractors shall utilize the 2014 CMS Laboratory Fee Schedule detailed in Exhibit B.

5. Appropriation of Funding

- 5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 5.1.2. The requirements stated in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.

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Section D: Special Provisions, Exhibit C

1. Special Provisions:

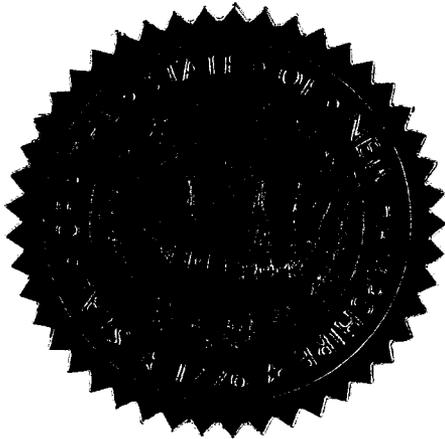
- 1.1. To amend the Insurance provision, section 14.1.1, of the original P-37 contract by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.2. To amend the Insurance provision, section 14.3, of the original P-37 contract by changing the last sentence of the clause to: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

The remainder of this page is intentionally blank.

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 LABORATORY CORPORATION OF AMERICA HOLDINGS a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 11, 1995. 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 12th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

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 LABORATORY CORPORATION OF AMERICA a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on February 24, 1994. 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 4th day of April, A.D. 2014

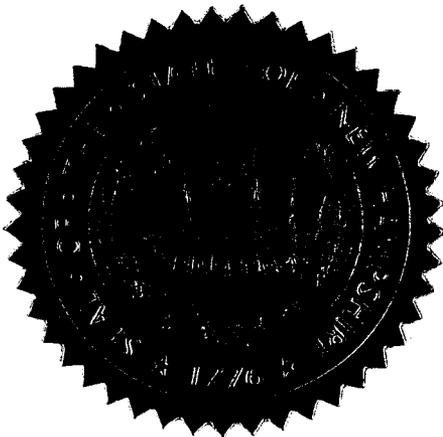
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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 LABCORP is a New Hampshire trade name registered on June 7, 2004 and that PATH LAB INCORPORATED presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, F. Samuel Eberts III, Secretary of Laboratory Corporation of America Holdings (LabCorp), do hereby certify that:

- (1) I am the duly elected and acting Secretary of Laboratory Corporation of America Holdings (LabCorp) ("the Corporation"), incorporated under the laws of the State of Delaware;
- (2) I maintain and have custody and am familiar with the seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;

The following person(s) lawfully occupy the office(s) indicated below and did so as of the New Hampshire contract date of April 23, 2014:

F. Samuel Eberts III Senior Vice President, Chief Legal Officer, Secretary

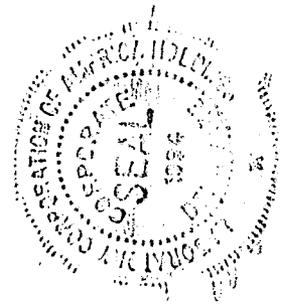
William B. Haas Senior Vice President, Division Head, Authorized Signer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 26th day of June, 2014.



F. Samuel Eberts III
Secretary

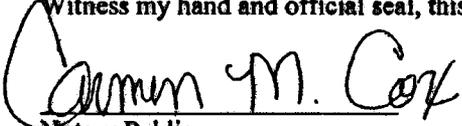
(Seal)



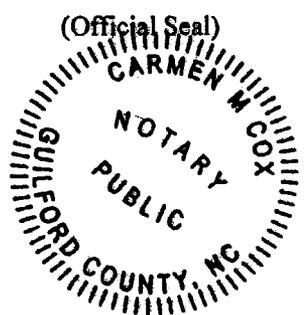
STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Carmen M Cox, a Notary Public for said County and State, do hereby certify that, F. Samuel Eberts III, personally came before me this day and acknowledged that he is the Secretary of Laboratory Corporation of America Holdings (LabCorp) and acknowledged, on behalf of Laboratory Corporation of America Holdings, the due extension of the foregoing instrument.

Witness my hand and official seal, this the 26th day of June, 2014.



Notary Public
My Commission Expires: 10/31/2015



Approved As To Form
LAW DEPT.
By JTS

**LABORATORY CORPORATION OF AMERICA HOLDINGS
OFFICIAL LIST OF AUTHORIZED SIGNERS**

Executive Officers:

David P. King	President and Chief Executive Officer
James T. Boyle, Jr.	Executive Vice President and Chief Operating Officer
William B. Hayes	Executive Vice President, Chief Financial Officer and Treasurer
Benjamin R. Miller	Non-Section 16 Executive Vice President, Atlantic Division

Additional Officers:

Steven M. Anderson	Senior Vice President	Eric Lindblom	Senior Vice President
Anil B. Asnani	Senior Vice President	Devin M. Lorsson	Senior Vice President
Tiana G. Ayotte	Senior Vice President	Karen A. McFadden	Senior Vice President
Willard Vince Barksdale	Senior Vice President	Michael Minahan	Senior Vice President
Robert A. Bearden	Senior Vice President	Elizabeth A. Mitchell	Senior Vice President
Dr. Mark Elliott Brecher	Senior Vice President	David Brad Morton	Senior Vice President
Richard F. Bryant	Senior Vice President	Robert L. Nelson, Jr.	Senior Vice President
Traci Butler	Senior Vice President	Dale S. Phipps	Senior Vice President
Berten L. Christianson	Senior Vice President	Richard B. Riggsbee	Senior Vice President
Edward T. Dodson	Senior Vice President	Michael Roberts	Senior Vice President
F. Samuel Eberts III	Senior Vice President	Mark S. Schroeder	Senior Vice President
Marcia T. Eisenberg	Senior Vice President	Randall L. Simmons	Senior Vice President
Michael J. Etheridge	Senior Vice President	David W. Smith	Senior Vice President
Adam Feinstein	Senior Vice President	Lisa Hoffman Starr	Senior Vice President
William B. Haas	Senior Vice President	Sandra D. van der Vaart	Senior Vice President
Steven D. Jones	Senior Vice President	James Whelan	Senior Vice President
Tammy S. Karnes	Senior Vice President		

Additional Authorized Contract Signers: The following persons are authorized and empowered to execute contracts as an Authorized Signer in connection with the responsibilities listed opposite their names:

Alexandre E. Abramov	Clinical Trials Operations	James K. Fleming	Science & Technology
	Contracts, Proposals and Letters	Jeffrey C. Hitzke	Supply Chain
James A. Bucher	Divisional – Finance (Central North)	Parthia Gentles Hudson	Divisional – Finance (Southeast)
William F. Bucher	Marketing and Business Development – (except for government contracts and bids)	Denise A. Irvin	Divisional – Operations (Southeast)
		Marianne Levandoski	Supply Chain
Debbie K. Burnette	Travel - (cash advances, hotel direct bills, car rental, apartment leases, hotel agreements, travel management statements, expense reports to be paid directly to corporate credit card balance and journal vouchers, except for government contracts and bids)	George Maha	Identity - Bids, Pricing Letters and Agreements
		Robert S. McLean	AMS Use Agreements/Vendor Contracts
		Rodolfo Menendez	Divisional – Operations (Southeast)
		Angela R. Miller	Identity - Bids, Pricing Letters and Agreements
Michael T. Cavanaugh	Divisional – Finance (Northeast)	Lenny Monsour	Divisional – Operations (Southeast)
Lynda D. Dinwiddie	Corporate Fleet and Travel (except for government contracts and bids)	Nancy L. Moore	Marketing and Sales Support (except for government contracts and bids)
Pamela S. Edwards	Occupational Testing Services - Contracts, Proposals and Letters	Sherry L. Thomas	Divisional - Contracting (Central North)
William D. Edwards III	Corporate IS/MIS <\$25,000.00	Edward D. VanNimwegen	Divisional - Finance (Mid-America)
Scott R. Evans	Divisional - Operations (Mid-America)	Bryan Vaughn	Atlantic (finance/contracts)
Christy Ferguson	Licensing – Confidentiality Agreements	Kurt Wanner	Divisional - Operations (Northeast)
		Brian Wilcox	Atlantic (finance/contracts)
		Cynthia Wyatt	Divisional - Operations (Central North)
		Randolph M. Young	Lab Administration

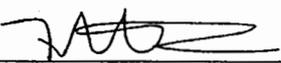
I, F. Samuel Eberts III, the Secretary of Laboratory Corporation of America Holdings (the "Company"), a corporation organized and existing under the laws of the State of Delaware, do hereby certify that this is the Official List of Authorized Signers which names the individuals authorized to sign agreements on behalf of Laboratory Corporation of America Holdings, in accordance with the Laboratory Corporation of America Holdings' ("LabCorp") Contract Review Policy applicable to LabCorp and its subsidiaries, as authorized in a resolution adopted by LabCorp's Board of Directors on September 20, 1995 and subsequently amended on February 23, 2005 ("Resolution"). I do further certify that said Resolution has not been altered or amended and remains in full force and effect as of this date.

Additionally, I do hereby certify that this Official List of Authorized Signers authorizes the above named individuals to sign government bids, contracts, awards, and bonds on behalf of the Company, unless specifically noted above, in accordance with the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company this 28 day of August 2013.

LABORATORY CORPORATION OF AMERICA HOLDINGS





 F. Samuel Eberts III, Secretary

Authority to Sign Government Contracts and Bids

RESOLVED, that the President, the Chief Financial Officer, any Executive Vice President, any Senior Vice President, and Vice President, the Secretary, or Assistant Secretary, or any employee authorized in writing by any two of the President, Executive Vice President, the Chief Financial Officer, or the Secretary, be and they hereby are, authorized and empowered to execute and file all federal, state, and local governmental bids, contracts, awards, and bonds for the Corporation which may be required.

**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package. See attached		
\$ _____ Per Claim	\$ <u>1</u> Per Incident/Occurrence	\$ <u>2</u> General Aggregate
 Signature & Title		<u>4/23/14</u> Date

This acknowledgement must be returned with your proposal.



To: LabCorp Clients

Re: HIPAA Business Associate Agreement

This letter is in reply to your request that Laboratory Corporation of America Holdings or one of its subsidiaries ("LabCorp") enter into a Business Associate Agreement (BAA) with your organization with respect to the use and disclosure of protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including the new Omnibus Rule ("HIPAA"). LabCorp serves as a reference laboratory to your organization. Under these circumstances, it is our understanding that since LabCorp is performing treatment services, LabCorp functions strictly as a covered entity/health care provider, and not as your business associate. Thus, a BAA is not necessary.

Under the previous regulations, the standards associated with disclosures to business associates did not apply to health care providers engaged in the treatment of an individual.¹ In the new Omnibus Rule², this exception was moved directly into the definition of "business associate" at 45 CFR § 160.103(4)(i).³ The commentary in the Omnibus Rule notes that the drafters moved this exception into the definition of "business associate" "to make clear that the Department does not consider the recipients of the protected health information in these circumstances to be business associates."⁴ (emphasis added) In addition, guidance from the government regarding business associates⁵ describes some of the exceptions to the business associate requirements (pages 3-4), including "disclosures by a covered entity to a health care provider for treatment of the individual" with examples including: "a physician is not required to have a business associate contract with a laboratory as a condition of disclosing protected health information for the treatment of an individual", and "a hospital laboratory is not required to have a business associate contract to disclose protected health information to a reference laboratory for treatment of the individual."

LabCorp is fully committed to compliance with its obligations as a covered entity under HIPAA. We appreciate your efforts and your cooperation in this matter. If you have any questions, please feel free to contact your LabCorp Contract Administrator.

Very truly yours,

LABORATORY CORPORATION OF AMERICA HOLDINGS

A handwritten signature in black ink, appearing to read "F. Samuel Eberts III".

F. Samuel Eberts III
Chief Legal Officer, Corporate Secretary,
Senior Vice President of Corporate Affairs, and
Chief Privacy and Security Officer

¹ 45 CFR § 164.502(e)(1)(ii)(A), as effective prior to March 26, 2013.

² <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>

³ 78 Fed. Reg. 5566, 5688 (Jan. 25, 2013).

⁴ 78 Fed. Reg. 5566, 5574 (Jan. 25, 2013).

⁵ <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/businessassociates.pdf>

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

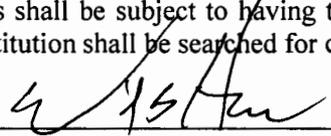
- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
 - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
 - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
 - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
 - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
 - f) Any intoxicating beverage.
 - g) Sums of money or negotiable instruments in excess of \$100.00.
 - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
 - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
 - j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

William B. Haas
Name


Signature

4/23/14
Date

Anna DiGraziano
Witness Name


Signature

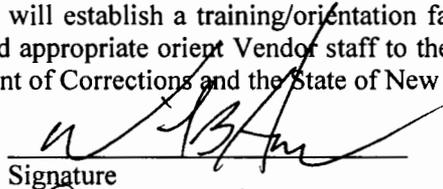
4/23/14
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, polices and procedures of the Department of Corrections and the State of New Hampshire.

William B. Haas _____

Name



Signature

4/23/14
Date

Anna DiGraziano _____

Witness Name



Signature

4/23/14
Date

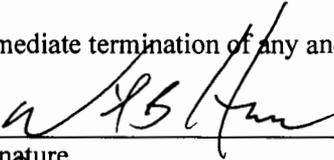
NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

William B. Haas
Name


Signature

4/23/14
Date

Anna DiGraziano
Witness Name


Signature

4/23/14
Date

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

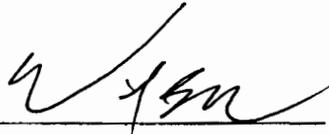
I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Karan Lane

Printed Name/Signature of Contractor Employee

Date

William B. Haas



4/23/14

Printed Name/Signature of Contractor Representative

Date

Laboratory Corporation of America Holdings, Senior Vice President

Organization and Title of Contractor Representative



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner
Bob Mullen
Director**

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): William B. Haas **Date:** 4/23/14
(Name of Contract Signatory)

Signature:
(Signature of Contract Signatory)

84, 98, CV, UR



Advancing Excellence

**Accredited
Laboratory**



The College of American Pathologists

certifies that the laboratory named below

**Laboratory Corporation of America
Laboratory
Raritan, New Jersey
Araceli O. Borbon-Reyes, MD**

LAP Number: [REDACTED]
AU-ID: [REDACTED]
CLIA Number: 31D0125232

has met all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to September 15, 2014 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

Frank R Rudy

Chair, Commission on Laboratory Accreditation

Stanley H. Hershman MD

President, College of American Pathologists

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
LABORATORY CORPORATION OF AMERICA
69 FIRST AVE
RARITAN, NJ 08869-1810

CLIA ID NUMBER
31D0125232

EFFECTIVE DATE
02/28/2013

LABORATORY DIRECTOR
ARACELI B REYES M.D.

EXPIRATION DATE
02/27/2015

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

178 Certs2_020213

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	07/27/1995	ANTIBODY TRANSFUSION (520)	08/29/2008
MYCOBACTERIOLOGY (115)	07/27/1995	ANTIBODY NON-TRANSFUSION (530)	07/27/1995
MYCOLOGY (120)	07/27/1995	ANTIBODY IDENTIFICATION (540)	08/29/2008
PARASITOLOGY (130)	07/27/1995	HISTOPATHOLOGY (610)	11/16/1998
VIROLOGY (140)	07/27/1995	ORAL PATHOLOGY (620)	09/20/2011
SYPHILIS SEROLOGY (210)	07/27/1995	CYTOLOGY (630)	11/16/1998
GENERAL IMMUNOLOGY (220)	07/27/1995		
ROUTINE CHEMISTRY (310)	07/27/1995		
URINALYSIS (320)	07/27/1995		
ENDOCRINOLOGY (330)	07/27/1995		
TOXICOLOGY (340)	03/29/2003		
HEMATOLOGY (400)	07/27/1995		
ABO & RH GROUP (510)	07/27/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.HHS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.