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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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December 7, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with myOnsite Healthcare, LLC (VC #336248), Sarasota, Florida, in the amount of $120,000 for mobile phlebotomy and specimen collection services, with the option to renew for up to three (3) additional years, effective January 1, 2021 or upon Governor and Council approval, whichever is later, through December 31, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-903010-82800000 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH & SERVICES, HHS: DIVISION OF PUBLIC HEALTH, PUBLIC HEALTH LABORATORIES, BIOMONITORING GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prgm Svc	90082801	$20,000
2022	102-500731	Contracts for Prgm Svc	90082801	$40,000
2023	102-500731	Contracts for Prgm Svc	90082801	$40,000
2024	102-500731	Contracts for Prgm Svc	90082801	$20,000
			Total	**$120,000**

EXPLANATION

This request is **Sole Source** because myOnsite Healthcare, LLC is the only vendor that can provide mobile specimen collection services Statewide. These services are critical for the NH Public Health Laboratories to conduct biomonitoring studies utilizing a full representative sample of NH residents, significantly reducing the potential for selection bias, and for the successful completion of grant objectives outlined in the Centers for Disease Control and Prevention, Biomonitoring Cooperative Agreement.

The purpose of this request is for the Vendor to conduct mobile phlebotomy and specimen collection services to Biomonitoring study participants across NH, in their homes or at convenient mass collection events, and transport the specimens to the Bureau of Public Health Laboratories, BiomonitoringNH, for biomonitoring studies. The Vendor will provide services statewide, which includes collecting samples from vulnerable populations such as children and families with documented lead exposure, residents in areas with increased likelihood of flooding and groundwater recharge, and residents in an underserved community in the North Country. The Vendor will also provide these services in order for Biomonitoring NH to have a representative sample of NH residents as part of biomonitoring surveillance. The BiomonitoringNH Program will receive phlebotomy and specimen collection services for approximately 1,200 participants from the Contract effective date to December 31, 2023.

The Vendor will provide mobile specimen collection services in residents' homes, eliminating the need to send study participants to hospital laboratories for specimen collection, which is not feasible for all potential participants and could lead to selection bias and the inability to confidently apply the results of biomonitoring studies to all NH residents. Additionally, hospital laboratories may be unable to collect specimens during the COVID-19 pandemic due to increased workload, and participants may be uncomfortable with specimen collection at public sites during this unprecedented time.

Additional services provided by myOnsite Healthcare, LLC include direct participant scheduling, preparation of specimen collection materials, specimen processing, and specimen delivery to NH Public Health Laboratories as well as mass collection events.

The Department will monitor contracted services using the following performance measures:

- Performance is timely and satisfactory based on the data submitted to the Department in the required weekly Status Reports and Progress Reports.
- Initial contact with participants occurs within seven (7) days of receiving participant contact information from the Department.
- All specimens are collected, processed, preserved, and transported as described in the Biomonitoring Guidelines and study-specific protocols.
- Participant satisfaction surveys conducted by the Department post phlebotomy and specimen collection appointments yield "Satisfactory" results, with the exception of "Unsatisfactory" results due to factors outside of the phlebotomist's control.
- The Contractor actively and regularly collaborates with the Department to enhance contract management, improve results, and adjust program delivery based on successful outcomes.
- The Contractor provides other key data and metrics to the Department upon request.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, participants would be required to access a participating hospital laboratory, if available and dependent on their agreement, for specimen collection services which takes time, requires transportation, may require the assistance of another individual or service, and may be unavailable within a reasonable distance of the participant. This method of specimen collection could create a sampling bias against NH residents of a lower-income, those employed with limited daytime

availability, residents with a physical disability, older residents, and those in remote areas of the State. This is compounded by the COVID-19 pandemic as residents may decline participation if asked to go to a hospital laboratory for specimen collection. Such biases may lead to the unintended consequence of discriminating against individuals with the aforementioned characteristics and the subsequent data might not be representative of the intended study population. This is especially true for the surveillance study which is meant to be representative of all NH residents. In addition, failure to achieve grant goals may result in the loss of federal funding and elimination of BiomonitoringNH which is critical to State Environmental Health investigations such as those related to per- and polyfluoroalkyl substances (PFAS).

Area served: Statewide

Source of Funds: CFDA #93.070, FAIN NU88EH001327

Respectfully submitted,

Lori A. Shibinette
Commissioner

Subject: Mobile Specimen Collection Services (SS-2021-DPHS-07-SPECI-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name myOnsite Healthcare, LLC		1.4 Contractor Address 1990 Main Street, Suite 750 Sarasota, FL 34236	
1.5 Contractor Phone Number (877) 686-4440	1.6 Account Number 05-95-90-9030-8280-102-500731	1.7 Completion Date December 31, 2023	1.8 Price Limitation $120,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: M. Mivell 02EBCE5D86F4470... Date: 12/8/2020		1.12 Name and Title of Contractor Signatory Mayank Trivedi CEO	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris 0938DBFB6CA5AA0... Date: 12/8/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Public Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D6CA0202E32C4AE... On: 12/11/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials _____

Date _____

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS

Date 12/8/2020

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS

Date 12/8/2020

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to New Hampshire residents, as determined by the Department, including:

1.1.1. Children and families with lead exposure;

1.1.2. An underserved community in the North Country;

1.1.3. Residents in areas with increased likelihood of flooding and groundwater recharge; and

1.1.4. A representative statewide surveillance population.

1.2. The Contractor shall ensure mobile phlebotomy and specimen collection services are available Statewide.

1.3. For the purposes of this agreement, all references to participants shall mean individuals who have agreed to participate in BiomonitoringNH biomonitoring studies.

1.4. For the purposes of this agreement, all references to days shall mean calendar days.

1.5. For the purposes of this agreement, all references to New Hampshire Public Health Laboratories (NH PHL) business hours shall mean Monday through Friday, 7:30 am to 4:30 pm, excluding observed state and federal holidays, which include:

1.5.1. New Year's Day (January 1) or closest weekday;

1.5.2. Martin Luther King Jr./Civil Rights Day (3rd Monday in January);

1.5.3. President's Day (3rd Monday in February);

1.5.4. Memorial Day (last Monday in May);

1.5.5. Independence Day (July 4) or closest weekday;

1.5.6. Labor Day (1st Monday in September);

1.5.7. Veteran's Day (November 11) or closest weekday;

1.5.8. Thanksgiving Day (4th Thursday in November);

1.5.9. Day after Thanksgiving; and

1.5.10. Christmas Day (December 25) or closest weekday.

1.6. The Contractor shall conduct mobile phlebotomy and specimen collection at participants' homes and at collection events for the populations in Subsection 1.1 above in order for the Department of Health and Human Services,

BiomonitoringNH Program (hereinafter referred to as the "Department" or "BiomonitoringNH"), to conduct biomonitoring studies. Specimen collection includes:

1.6.1. Blood;

1.6.2. Urine; and

1.6.3. Serum.

1.7. The Contractor shall manage all services for clinical mobile specimen collection and shall provide:

1.7.1. Participant scheduling;

1.7.2. Preparation of specimen collection materials;

1.7.3. Specimen processing;

1.7.4. Specimen temporary storage;

1.7.5. End-to-end management tracking utilizing the Laboratory Information Management System (LIMS);

1.7.6. Streamlined logistics; and

1.7.7. Specimen delivery or shipment to NH PHL, 29 Hazen Drive, Concord, NH.

1.8. The Contractor shall ensure all study-specific protocols are followed. Examples of study-specific protocols include:

1.8.1. 2019 TrACE Specimen Collection, Processing and Storage Protocol (Attachment 1).

1.8.2. Lead Collection, Processing and Storage Protocol_DRAFT (Attachment 2).

1.8.2.1. Note: Draft study-specific protocols will be provided to the Contractor within sixty (60) days of the anticipated study start date. Study-specific protocols may be modified by BiomonitoringNH up to thirty (30) days before the anticipated study start date and may be further modified as necessary to ensure study success.

1.9. The Contractor shall implement modified study-specific protocols provided by BiomonitoringNH within fourteen (14) days of receipt, or at a mutually agreed upon timeframe by the parties.

1.10. The Contractor shall provide personalized care conducted by experienced healthcare professionals ranging from laboratory medicine, healthcare IT and mobile phlebotomists.

1.11. The Contractor shall ensure one (1) account manager is dedicated one hundred percent (100%) to the services provided under this agreement.

1.12. The Contractor shall ensure all personnel performing services under this agreement:

1.12.1. Comply with the rules for Human Subjects Research, which may include Human Subjects Protection training.

1.12.2. Have successfully completed training on blood-borne pathogens.

1.12.3. Attend a Biomonitoring Guidelines training before each study is launched, or as determined by BiomonitoringNH, that is conducted by BiomonitoringNH and is held onsite at the NH PHL.

1.13. The Contractor shall ensure all personnel who are collecting, handling, processing and/or transporting specimens are trained to safeguard the confidentiality of the participant, personal identifiable information (PII) and protected health information (PHI) in accordance with Subsection 3.1 below.

1.14. The Contractor shall obtain, at the Contractor's expense, Criminal Background Checks for all personnel entering participants' homes prior to commencing services and shall release the results to the Department to ensure no convictions for the following crimes:

1.14.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;

1.14.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; and

1.14.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.15. The Contractor shall authorize the Department to conduct Bureau of Elderly and Adults Services (BEAS) State Registry Checks for all personnel entering participants' homes, prior to commencing services, at no cost to the Contractor. The BEAS State Registry Check confidential results are returned directly to the Department.

1.16. The Contractor may commence services utilizing pre-screened, qualified Temporary Staff upon providing to the Department proof of valid Criminal Background Checks for said Temporary Staff in accordance with Subsections 1.14 and 1.15 above.

1.17. The Contractor shall correct or complete any data transmitted to BiomonitoringNH upon request by BiomonitoringNH.

2. Biomonitoring Guidelines

2.1. The Contractor shall comply with Biomonitoring Guidelines for all specimen collections, regardless of the specific study project, to minimize specimen contamination and to ensure specimen integrity.

2.1.1. Biomonitoring requires testing of analytes at trace levels. A small amount of contaminant has a much larger impact on the results than other types of testing. Additionally, many analytes undergo chemical changes within a short time after specimen collection, requiring very time-sensitive specimen processing and preservation requirements. The guidelines outline the necessary steps to minimize contamination and analyte degradation, or breakdown, of specimens collected at participants' homes or at specimen collection events.

2.1.2. Three primary sources of contamination can occur during specimen collection, including:

2.1.2.1. Collection materials, see Subsection 2.2 below;

2.1.2.2. Phlebotomist, see Subsection 2.3 below; and

2.1.2.3. Surrounding environment, see Subsection 2.4 below.

2.2. The Contractor shall ensure:

2.2.1. Alternative collection materials are not used in place of the collection materials provided by BiomonitoringNH. Using untested collection materials to collect, store, or analyze specimens can introduce contamination and result in inaccurate analytical values. BiomonitoringNH screens/tests units from each manufactured lot of materials for possible trace metals contamination. Unit materials tested include:

2.2.1.1. Urine and certain blood collection devices;

2.2.1.2. Processing supplies; and

2.2.1.3. Storage vials.

2.2.2. Waste of materials, including but not limited to those listed in Paragraph 2.2.1, is minimized.

2.3. The Contractor shall ensure phlebotomists minimize phlebotomist contamination due to personal care product use (e.g. cosmetics, lotions). The Contractor shall require phlebotomists to:

2.3.1. Perform proper handwashing;

2.3.2. Wear gloves and a disposable gown prior to handling specimen collection materials and/or performing specimen collection and processing;

2.3.3. Not use Tobacco products during specimen collection, transport or handling of specimen collection materials to minimize contaminating collection materials and specimens. Tobacco products include, but are not limited to:

2.3.3.1. Cigarettes and electronic-cigarettes (e-cigarettes).

2.3.3.2. Cigars.

2.3.3.3. Pipe Tobacco.

2.3.3.4. Juuls (juuling).

2.3.3.5. Vapes (vaping).

2.3.3.6. Hookah.

2.3.3.7. Smokeless tobacco including, but not limited to:

2.3.3.7.1. Chewing tobacco.

2.3.3.7.2. Snuff.

2.3.3.7.3. Snus.

2.3.3.7.4. Dissolvable tobacco.

2.3.4. Not use the following during specimen collection, transport, or handling of specimen collection materials:

2.3.4.1. Permanent markers.

2.3.4.2. 3M Post-its.

2.3.4.3. Bug spray.

2.3.4.4. Perfume.

2.3.4.5. Gore-Tex or other water-repellent synthetics.

2.3.4.6. Clothes treated with permethrin.

2.3.5. Ensure materials and specimens are stored, transported and handled:

2.3.5.1. In a place that is free of tobacco smoke and residue; and

2.3.5.2. In a sealed/airtight container which may include but is not limited to plastic zipper bags in a plastic storage tote.

2.4. The Contractor shall minimize environmental contamination due to trace metals, per- and polyfluoroalkyl substances (PFAS), and other chemicals by ensuring:

2.4.1. Specimen collection and processing is performed in a clean environment free of dust and debris that can contaminate specimens and lead to inaccurate results.

2.4.2. Specimen aliquoting is performed in a portable glove box or tent in order to ensure a controlled environment.

2.5. The Contractor shall ensure analyte degradation/breakdown is minimized in accordance with Subsections 2.6 through 2.11, and 2.14 below. Accurate testing of biomonitoring analytes requires strict protocols to ensure that measured concentrations have not been altered by the conditions of collection, processing, preservation, or transport. Biomonitoring measurements are especially sensitive and special care must be taken to ensure that all specimens are handled in a way that maintains specimen integrity for analysis. Errors during specimen collection, processing, preservation, and transport may render analytical testing impossible or incorrect.

2.6. The Contractor shall ensure urine collection guidelines are followed, which include:

2.6.1. Urine is collected according to the study-specific protocol.

2.6.2. Urine must be processed by dividing the specimen into separate homogeneous (mixed well) aliquots.

2.6.3. All aliquoting is performed inside a portable glove box or tent to protect specimens from environmental contamination. See the study-specific protocol for processing instructions. See Subsection 2.14 below for "Specimen Preservation and Transport."

2.7. The Contractor shall ensure common technician errors affecting urine specimen integrity are minimized. Specimens that must be recollected due to Contractor error shall be recollected at the Contractor's expense. Sources of technician error include, but are not limited to:

2.7.1. Collecting insufficient quantity of specimen for desired test(s).

2.7.2. Failure to label a specimen correctly and to provide all pertinent information required on the test request form.

2.7.3. Failure to use correct container for appropriate specimen preservation.

2.7.4. Failure to tighten container lids, resulting in leakage and/or contamination of specimens.

2.7.5. Failure to divide specimen into separate aliquots when indicated by the study-specific protocol.

2.7.6. Failure to divide specimen into homogeneous (mixed well) aliquots.

2.7.7. Failure to maintain the specimen at the appropriate temperature requirement (refrigeration or freezing).

2.8. The Contractor shall ensure blood collection guidelines are followed, which includes, but is not limited to:

2.8.1. Blood specimens are collected in accordance with the study-specific protocol. To prevent clotting, mix blood specimens to ensure good distribution of the additives throughout the blood.

2.8.2. Blood specimens are collected in the order of draw specified in the study-specific protocol. The order of draw is a vital component to phlebotomy that mitigates the possibility of cross contamination, which causes inaccurate and unreliable test results. Filling the tubes out of order can have an adverse effect on specimen quality due to the additive from the preceding tube as well as contamination from collection tubes that are not pre-screened for metals.

2.8.3. For whole blood, draw blood using the collection tube indicated in the study-specific protocol, then gently invert (as indicated) to mix the blood collection tube. Inadequate mixing of tubes with anticoagulants may allow microclots to form and interfere with the analytical method.

2.8.4. Tubes intended for whole blood analyses must not be centrifuged. To protect specimens from environmental contamination, perform all aliquoting inside a portable glove box (or tent). See the study-specific protocol for processing instructions. See Subsection 2.14 for "Specimen Preservation and Transport."

2.9. The Contractor shall ensure common technician errors affecting whole blood specimen integrity are minimized. Specimens that must be recollected due to Contractor error shall be recollected at the Contractor's expense. Common technician errors include but are not limited to:

2.9.1. Collecting insufficient quantity of specimen for desired test(s).

2.9.2. Failure to label a specimen correctly and to provide all pertinent information required on the test request form.

2.9.3. Failure to use correct container for appropriate specimen preservation.

2.9.4. Under-filling the tube.

2.9.5. Failure to mix specimen with additive immediately after collection.

2.9.6. Failure to divide specimen into separate aliquots when indicated by the study-specific protocol.

2.9.7. Failure to maintain the specimen at the appropriate temperature requirement (refrigeration or freezing).

2.10. The Contractor shall ensure serum collection guidelines are followed, including:

2.10.1. Using the collection tube indicated in the study-specific protocol;

2.10.2. Mixing any tube containing additives immediately after collection to activate clotting by inverting tube according to study-specific protocol;

2.10.2.1. Note: Inadequate mixing of tubes with separator gel may interfere with barrier formation which may cause gel material to remain in the serum or plasma layer, rendering the sample unsuitable for testing.

2.10.3. Blood must clot at room temperature for approximately thirty (30) minutes. To protect specimens from environmental contamination, perform all aliquoting inside a portable glove box or tent. See the study-specific protocol for processing instructions. See Subsection 2.14 for "Specimen Preservation and Transport."

2.11. The Contractor shall ensure common technician errors affecting serum specimen integrity are minimized. Specimens that must be recollected due to Contractor error shall be recollected at the Contractor's expense. Common technician errors include, but are not limited to:

2.11.1. Collecting insufficient quantity of specimen for desired test(s).

2.11.2. Failure to label a specimen correctly and to provide all pertinent information required on the test request form.

2.11.3. Failure to allow specimens to clot before centrifugation.

2.11.4. Failure to separate serum from red cells within the time specified in the study-specific protocol.

2.11.5. Failure to centrifuge the specimens at the recommended g-force for the recommended time for serum and plasma separation (typically 1000-1300 g-force). It is recommended to check with the centrifuge rotor manual (for RCF to RPM table) for the proper RPM to use with the specific rotor.

2.11.6. Failure to divide specimen into separate aliquots when indicated by the study-specific protocol.

2.11.7. Failure to maintain the specimen at the appropriate temperature requirement (refrigeration or freezing).

2.12. The Contractor shall ensure dry ice is obtained in advance of collecting specimens that will require freezing in accordance with Subsection 2.14 for "Specimen Preservation and Transport."

2.13. The Contractor shall ensure the distance traveled to obtain dry ice is minimized whenever possible, which includes but is not limited to:

2.13.1. Reducing dry ice pickups by obtaining enough dry ice to be used for multiple specimen collection appointments which may be on different days.

2.13.2. Obtaining dry ice from locations that are near or en route to specimen collection appointment locations.

2.14. The Contractor shall ensure Specimen Preservation and Transport to the NH PHL located at 29 Hazen Drive, Concord, NH is in accordance with BiomonitoringNH's acceptable methods of delivery below, in order by preference:

2.14.1. Delivery of specimens during regular business hours, excluding the observed state and federal holidays in Subsection 1.5, as follows:

2.14.1.1. Process specimens in the participant's home.

2.14.1.2. Immediately preserve specimens as follows:

2.14.1.2.1. If specimen is delivered to the NH PHL within seven (7) hours of collection, refrigerate specimens at 2–8°C.

2.14.1.2.2. If specimen is delivered to the NH PHL after seven (7) hours of collection, immediately freeze specimens at -20°C, unless otherwise specified, as described below:

2.14.1.2.2.1. Serum specimens must be frozen as soon as processing is complete; and

2.14.1.2.2.2. Specimens must be frozen in cryovials unless instructed otherwise.

2.14.1.3. All specimens must be maintained at the appropriate temperature at all times, usually -20°C, except for whole blood specimens for VOC analysis, which must be maintained at 2–8°C.

2.14.1.4. The specific handling of preserved specimens before arrival at the NH PHL must be completed in a manner mutually agreed upon by the parties.

2.14.1.5. Notify BiomonitoringNH of deliveries the day before arrival via e-mail. Delivery notifications must be e-mailed to: BiomonitoringNH@dhhs.nh.gov.

2.14.2. Delivery of delayed specimens longer than seven (7) hours after collection during regular business hours, excluding the observed state and federal holidays in Subsection 1.5, as follows:

2.14.2.1. Process specimens in the participant's home.

2.14.2.2. Immediately preserve specimens in accordance with 2.14.1.2 above.

2.14.2.3. All specimens must be maintained at the appropriate temperature at all times, usually -20°C, except for whole blood specimens for VOC analysis, which must be maintained at 2–8°C.

2.14.2.4. The specific handling of preserved specimens before arrival at the NH PHL must be completed in a manner mutually agreed upon by the parties.

2.14.2.5. The delivery of specimens outside of regular business hours must be coordinated with BiomonitoringNH.

2.14.3. As a last resort, delayed specimens longer than seven (7) hours after collection may be shipped to NH PHL, upon prior approval from BiomonitoringNH, as follows:

2.14.3.1. Process specimens in the participant's home.

2.14.3.2. Preserve specimens:

2.14.3.2.1. Specimens that must be shipped frozen must be immediately frozen at -20°C in cryovials, unless instructed otherwise, and packed for shipment on dry ice.

2.14.3.2.2. Specimens that must be shipped refrigerated must be maintained at 2–8°C at all times.

2.14.3.3. Shipping costs associated with specimens requiring the same transport conditions must be minimized whenever possible, which includes but is not limited to batching specimens into fewer shipments.

2.14.3.4. Prepare specimens for shipment:

2.14.3.4.1. Follow "Exempt Human Specimen or Exempt Animal Specimen" shipping requirements in accordance with the International Civil Aviation Organization (ICAO).

2.14.3.4.2. Specimens requiring different transport conditions must be shipped separately.

2.14.3.5. All shipments must be sent overnight, Sunday through Thursday. The delivery date cannot be an observed state or federal holiday.

2.14.3.6. Specimens collected Friday, Saturday, or the day before an observed state or federal holiday that cannot be delivered to the NH PHL must be stored at the appropriate temperature indicated in the study-specific protocol, and shipped on the next acceptable day in accordance with Subparagraph 2.14.3.5 above. The specific handling of preserved specimens before arrival at the NH PHL must be completed in a manner mutually agreed upon by the parties.

2.15. The Contractor shall receive the participant's contact information from the Department for participants eighteen (18) years of age and older. If the participant is a minor, the contact information provided by the Department will be that of the consenting parent or guardian. BiomonitoringNH will provide the Contractor with the participant's:

2.15.1. First and last name;

2.15.2. Date of birth;

2.15.3. Phone number;

2.15.4. Email address, if applicable; and

2.15.5. Home address.

2.16. The Contractor shall ensure Phlebotomists make initial contact directly with the participant, parent or guardian within seven (7) days of receipt of contact information from BiomonitoringNH. Initial contact must include, but is not limited to:

2.16.1. Introduction of the phlebotomist.

2.16.2. Reminder of enrollment in a biomonitoring study.

2.16.3. Description of specimen collection and processing.

2.16.4. Requirements of the participant, that includes but is not limited to:

2.16.4.1. The amount of time to collect and process specimens.

2.16.4.2. A space to collect and process specimens or phlebotomist will bring a folding table.

2.16.4.3. No tobacco use during the appointment indoors or outside.

2.16.4.4. Minors must be accompanied by a consenting parent or guardian at all times.

2.16.5. Scheduling of specimen collection appointment.

2.16.6. Phlebotomist contact information.

2.17. The Contractor shall ensure secondary contact with the participant, parent or guardian within twenty-four to forty-eight (24-48) hours prior to the appointment. Secondary contact must include, but is not limited to:

2.17.1. Confirm the scheduled appointment day, time and address.

2.17.2. Provide a reminder of the requirements of the participant in accordance with Paragraph 2.16.4 above.

2.18. The Contractor shall ensure:

2.18.1. Phlebotomists further reduce potential contamination of specimens by not allowing single use materials, including but not limited to those listed in Paragraph 2.2.1 above, to enter more than one participant home.

2.18.2. Phlebotomists are aware they may be required to deliver BiomonitoringNH materials to participants, such as informational fliers and fact sheets.

2.18.3. Phlebotomists are aware they may be required to pick up water samples from participant's home as part of the individual's participation in the study and deliver the samples to the NH PHL with the clinical specimens. If required, this will be described in the study-specific protocol.

2.18.4. Phlebotomists are aware that approved study-specific containers and collection devices will be transported or shipped to the phlebotomist in a manner mutually agreed upon by the parties, prior to study implementation, that includes:

2.18.4.1. During the study-specific training given at the NH PHL;

2.18.4.2. External courier;

2.18.4.3. The phlebotomist; or

2.18.4.4. By mail.

3. Exhibits Incorporated

3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Reporting Requirements

4.1. The Contractor shall submit weekly reports to BiomonitoringNH that include, but are not limited to:

4.1.1. Mobile specimen collection Status Reports for the previous week and upcoming week that include, but are not limited to:

4.1.1.1. Client-level demographic information;

4.1.1.2. Performance; and

4.1.1.3. Service data.

4.1.2. Progress Reports on all requirements in this Exhibit B, Scope of Work.

5. Performance Measures

5.1. BiomonitoringNH will monitor Contractor performance utilizing the data received in the required Status Reports and Progress Reports in Subsection 4.1 above.

5.2. Initial contact with participants occurs within seven (7) days of receiving participant contact information from BiomonitoringNH, in accordance with Subsection 2.16

5.3. Participant satisfaction surveys conducted by the Department post phlebotomy and specimen collection appointments yield "Satisfactory" results, with the exception of "Unsatisfactory" results due to factors outside of the phlebotomist's control.

5.4. All specimens are collected, processed, preserved, and transported as described in the Biomonitoring Guidelines and study-specific protocols.

5.5. Notwithstanding Paragraph 8. Event of Default/Remedies, and Paragraph 9. Termination of the P-37, the Contractor must submit a Corrective Action Plan to the Department no later than seven (7) days following a Performance Measure not achieved that articulates:

5.5.1. The specific reason(s) why the Contractor did not achieve the required performance measure(s).

5.5.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for non-compliance.

5.5.3. A date by which the reason(s) for noncompliance will be resolved.

5.6. The Contractor shall provide the Department a written update describing how the Contractor has implemented strategies to resolve the reason(s) for non-compliance every forty-five (45) days, until which time the Department determines the cause(s) of non-compliance have been resolved.

5.7. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery based on successful outcomes.

5.8. The Contractor may be required to provide other key data and metrics to the Department upon request.

5.9. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

6.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

6.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

6.3. Credits and Copyright Ownership

6.3.1. All documents, notices, press releases, research reports and other materials prepared by the Contractor during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

6.3.2. All materials produced or purchased under the contract by the Contractor shall have prior approval from the Department ~~before~~

printing, production, distribution or use.

6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

6.3.3.1. Brochures.

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters.

6.3.3.5. Reports.

6.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

7. Records

7.1. The Contractor shall keep records that include, but are not limited to:

7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

7.1.3. In accordance with Exhibit K, DHHS Information Security Requirements, Section 1. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR, A#5, the Contractor agrees DHHS Data obtained under this Contract shall not be used for any other purposes that are not indicated in this Contract.

7.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the

Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Mobile Specimen Collection Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal Funds from the Centers for Disease Control and Prevention, Biomonitoring New Hampshire as awarded on June 12, 2020, CFDA #93.070, FAIN NU88EH001327.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Vendor as a Contractor, in accordance with 2 CFR 200.330.
   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for costs incurred in the fulfillment of this Agreement in accordance with Exhibit C-1 Additional Payment Terms, which is attached hereto and incorporated by reference herein.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, invoices may be assigned an electronic signature and emailed to PHLAccountsPayable@dhhs.nh.gov, or mail to:

   Financial Administrator
   NH Public Health Laboratories
   Department of Health and Human Services
   29 Hazen Drive
   Concord, NH 03301

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

    12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

    12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Mobile Specimen Collection Services

EXHIBIT C-1

Additional Payment Terms

All allowable costs in this Exhibit C-1 shall not exceed the total price limitation as set forth in Form P-37, General Provisions, Block 1.8 Price Limitation.

Mobile Specimen Collection Allowable Costs		
Volume Based Discount Offerings		
Particulars	**Notable Details**	**Rate per Participant**
Specimen Collection	Regular Specimen Collection, Processing, and Delivery	$75
Collection Events	• Minimum of four (4) hours per phlebotomist for each collection event. Max eight (8) hours per day • Overtime 1.5 times • Approx 8-10 draws per hour per phlebotomist	$60 per hour per phlebotomist + $1 per mile travel charge

Additional Allowable Costs on as-needed basis upon Department Approval		
Stat Services	Same Day Service	$20 per Draw
Supplies	Routine Panel and Basic Collection Kits	Covered in Draw charges
HL7 Interface	Electronic Ordering via HL7 Interface	**5% Discount**
Web Portal	Add/Update Patients, New Orders. Review Order Status, Dashboard and Review of Lab Results	Charges Waived
Dry Ice	Dry Ice location within 10 miles of collection	$2/lb. *10 lb. minimum
Out of Service Area Travel	Over 30 miles of location accepted	$1/mile
Shipping/Packing	If it has to be cryopreserved for mailing, charges will be as per actual.	$18 + Shipping & Material (Actual)
Draw Cancellation	Less than 24 hours prior to the schedule	50% Charge

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DS

Date 12/8/2020

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☒ if there are workplaces on file that are not identified here.

Vendor Name:

12/8/2020
Date

DocuSigned by:
02EB0F5D005...
Name: Mayank Trivedi
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

12/8/2020
Date

DocuSigned by:
Name: Mayank Trivedi
Title: CEO

DS
Vendor Initials
12/8/2020
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

Date 12/8/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/8/2020
Date

DocuSigned by:
Name: Mayank Trivedi
Title: CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DS

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

DocuSigned by:

12/8/2020

Date

Name: Mayank Trivedi
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/8/2020
Date

DocuSigned by:
Name: Mayank Trivedi
Title: CEO

Contractor Initials DS
Date 12/8/2020

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	CEO
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Lisa M. Morris	Mayank Trivedi
Name of Authorized Representative	Name of Authorized Representative
Director, Division of Public Health Srvcs.	CEO
Title of Authorized Representative	Title of Authorized Representative
12/8/2020	12/8/2020
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:

12/8/2020

Date

Name: Mayank Trivedi
Title: CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 079670400

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____X_____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____X_____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Attachment 1

NH Public Health Labs
2019 TrACE Study
Specimen Collection, Processing, and Storage Protocol

1. **Materials**

(Materials listed are per one participant)

1.1 Included in kit provided by participant

- *4ml Red top tubes (3 needed, 1 extra) (serum)
- *6ml Blue top tubes (1 needed, 1 extra) (whole blood)
- *2ml cryovials, pre-labeled (20 needed, 5 extra)
- *Disposable transfer pipettes (3 needed, 3 extra)
- *90ml urine collection cup
- Cryovial transport box
- Biohazard bag with absorbent material
- NH PHL barcoded specimen ID labels for collection tubes (red top, blue top, and urine cup)
- 1 NH PHL test requisition
- 1 courier manifest (can be used for multiple participants)

***NOTE: The indicated (*) collection supplies provided by BiomonitoringNH have been screened for trace elements. Do not substitute with in-house materials.**

1.2 In-house materials

- Disposable gloves
- 21G and 23G needles
- All other venipuncture materials (tourniquets, gauze, needle holder, alcohol prep pads, etc. EXCEPT for materials provided in kit)
- Centrifuge
- Tube racks (that fit 2ml tubes and 6ml tubes)
- Plastic-lined absorbent pads for work surface
- Refrigerator for short-term specimen storage (less than 8 hours after collection)
- Freezer (-20°C or -4°F) for serum, whole blood, and urine aliquot storage

2. **Procedure & Processing**

Please note the Order of Draw:

1) Red top tubes (x3) (serum)
2) Blue top tube (x1) (whole blood)

2.1 Blood & Serum Collection Procedure

1) Patients do not need to be fasting.
2) Via standard venipuncture procedure:
   a. Collect 3 Red top tubes, filling to the fill line (or about 0.5ml shy of this line if using butterfly needle apparatus).
   b. Gently invert each Red top tube 6-8 times, then place upright in a sample rack.
   c. Collect the Blue top tube, filling to the fill line (or about 0.5ml shy of this line if using butterfly needle apparatus).
   d. Gently invert the Blue top tube 6-8 times, then place upright in a sample rack.
3) Place a NH PHL barcoded ID label (with correct matrix: Red = serum, Blue = whole blood) on each collection tube and provide the collection date and initials of phlebotomist; please label according to **Image 1**.
4) Write collection facility, date, time, and phlebotomist's name on the test requisition.

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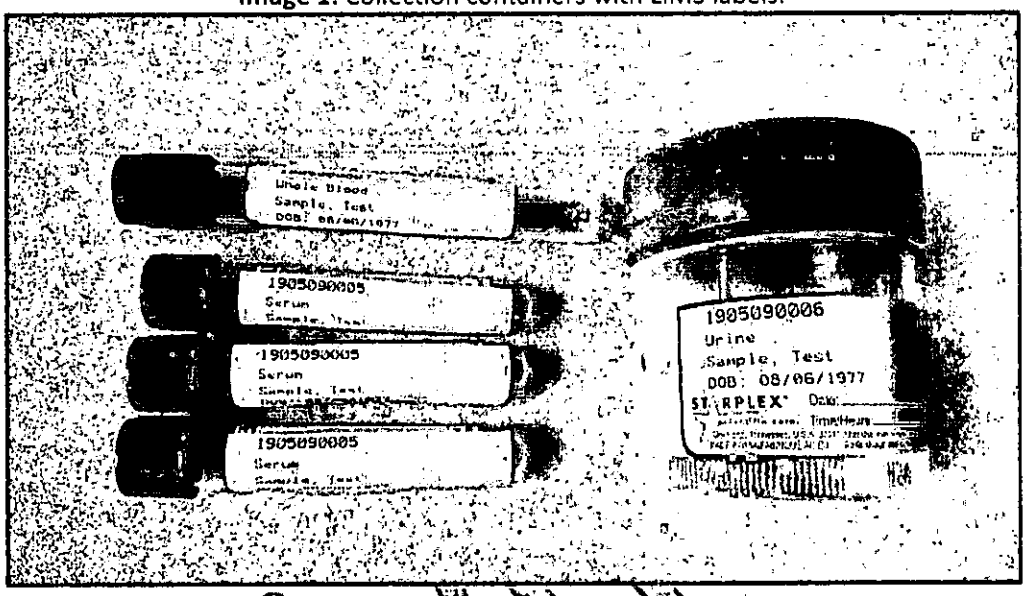
5) Allow Red top tube(s) to clot sitting upright for a minimum of 30 minutes, but no longer than 60 minutes
6) After 30-60 min clotting time, immediately centrifuge Red top tubes using your facility's standard serum centrifugation practice or at 1000 to 1300 G-force* for:
    a. 10 minutes using a swing-bucket centrifuge OR
    b. 15 minutes using a fixed-angle centrifuge

**For G-force calculation: http://www.endmemo.com/bio/grpm.php*

Image 1: Collection containers with LIMS labels.



2.2 Urine Collection Instructions

Instruct each participant to do the following for urine collection (this is **NOT** a clean catch; **do not** use a collection hat):

1) Wash hands with soap and water.
2) Collect at least 30ml of urine in the cup (to the black line). Do not touch the inside of the cup or cap.
3) Return urine sample to hospital staff.

*Hospital staff: Write collection date and time on test requisition.

2.3 Post-Collection

- **Serum specimens may be stored for no more than 2 hours in a refrigerator after collection (includes 30-60 min clotting time).** Specimens must then be aliquoted and frozen at -20°C for long-term storage. If serum aliquoting will be delayed by more than 2 hours from collection, transfer serum to an intermediate container (not provided) using a transfer pipette and refrigerate. Serum aliquots must be frozen within 8 hours of collection.
- **Whole blood and urine specimens may be stored for no more than 8 hours in a refrigerator**. Specimens must then be aliquotted and frozen at -20°C for long-term storage.

2.4 Pre-Processing

Each cryovial has a barcoded label which includes the matrix (serum, whole blood, or urine). Each cryovial also has a color marking on the cap, which corresponds to the specimen cap color (except for urine, see **Image 2**):

- Red cryovial caps are for serum aliquots (from the Red top serum separator tubes). The PHL barcoded labels on these cryovials say "serum".
- Blue cryovial caps are for whole blood aliquots (from the Blue top blood collection tube). The PHL barcoded labels on these cryovials say "whole blood".

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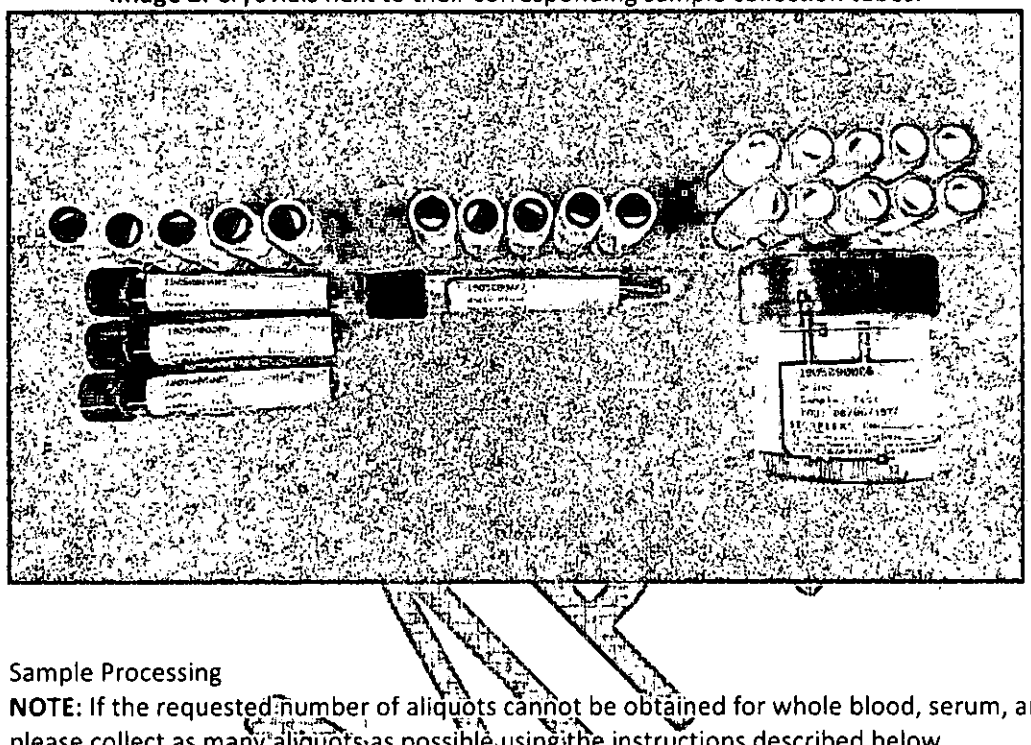
- White cryovial caps are for urine aliquots (from the urine collection cup). The PHL barcoded labels on these cryovials say "urine".

Please note the matrix and fill each cryovial with the appropriate specimen, following the instructions in section 2.5 below.

Image 2: Cryovials next to their corresponding sample collection tubes.



2.5 Sample Processing

NOTE: If the requested number of aliquots cannot be obtained for whole blood, serum, and/or urine, please collect as many aliquots as possible using the instructions described below.

1) Using the disposable transfer pipettes provided:
   a. Fill 5 cryovials with serum (Red top tube) to between the 0.5ml and 1.0ml marks. The last tube may be < 0.5mL. Discard transfer pipette after filling the last tube.
   b. Fill 5 cryovials with whole blood (Blue top tube) to between the 0.5ml and 1.0ml marks. The last tube may be < 0.5mL. Discard transfer pipette after filling the last tube. **Please follow your facility's standard practices to ensure homogeneity of the sample before aliquoting.**
   c. Thoroughly mix the urine sample by inverting several times and swirl the collection cup for at least 10 seconds on the countertop. Do not shake the sample. Fill 10 cryovials with urine to the 1.8mL mark. The last tube may be < 1.8mL. Discard transfer pipette after filling the last tube.
2) Discard remaining samples of serum, whole blood, and urine.
3) Store specimens:
   a. Place all aliquots for a single patient (serum, whole blood, and urine) into the labeled cryovial transport box.
   b. Place the cryovial transport box into the provided biohazard bag.
   c. Place the test requisition into the outer pocket of the biohazard bag.
   d. Freeze all aliquots at -20°C (-4°F).

3. Notify the BiomonitoringNH Program

Please email BiomonitoringNH@dhhs.nh.gov within 24 hours of receiving each specimen, including ONE of the specimen's LIMS IDs (you don't have to provide all three). The LIMS IDs can be found on the test requisition or cryovial box. Call (603) 271-4611 or (603) 271-5113 with questions.

Attachment 1

4. **Transportation of specimens**

3.1 Specimen packaging (NOTE: Please keep specimens frozen at all times.)

1) Complete the courier manifest provided. Place the NH PHL LIMS stickers (one for each specimen type) or write the NH PHL LIMS IDs in the indicated column.
2) Place the shipping manifest next to the test requisition in the outer pocket of the cryovial biohazard bag. Only one shipping manifest is needed per courier pick up.
3) A courier will be scheduled to stop at your facility, one time each week (unique to each facility). **NOTE:** A courier will not arrive unless the BiomonitoringNH program has been notified that there is a sample awaiting pickup (see previous section, "3. Notify the BiomonitoringNH Program).

5. **Billing**

Information on invoicing for the specimen collection is provided below. Please confirm the invoice contains the patient name and laboratory information management system (LIMS) numbers (this is the ten-digit number on the patient label [ex. 1903050001]; there will be three per patient). The invoice must be mailed no more than 30 days from the date of specimen collection.

Bill to: State of New Hampshire
Attn: Joyce Cotnoir
Public Health Laboratories
29 Hazen Dr.
Concord, NH 03301
joyce.cotnoir@dhhs.nh.gov

Contact for questions: Amy Bergquist
Finance Manager
603-271-0183
amy.bergquist@dhhs.nh.gov

Attachment 2

NH Public Health Labs
LEAD Study
Specimen Collection, Processing, and Storage Protocol

1. **Materials**

(Materials listed are per one participant)

1.1 Included in kit provided by participant

- *6ml Blue top tubes (1 needed, 1 extra) (whole blood)
- *2ml cryovials, pre-labeled (20 needed, 5 extra)
- *Disposable transfer pipettes (3 needed, 3 extra)
- *90ml urine collection cup
- 1 Cryovial transport box
- 1 Biohazard bag with absorbent material
- 2 slips of NH PHL barcoded specimen ID labels for collection tubes (blue top and urine cup)
- 1 NH PHL test requisition
- 1 courier manifest (can be used for multiple participants)

***NOTE: The indicated (*) collection supplies provided by BiomonitoringNH have been screened for trace elements. Do not substitute with in-house materials.**

1.2 In-house materials

- Disposable gloves
- 21G and 23G needles
- All other venipuncture materials (tourniquets, gauze, needle holder, alcohol prep pads, etc. EXCEPT for materials provided in kit)
- Centrifuge
- Tube racks (that fit 2ml tubes and 6ml tubes)
- Plastic-lined absorbent pads for work surface
- Refrigerator for short-term specimen storage (less than 8 hours after collection)
- Freezer (-20°C or -4°F) for whole blood and urine aliquot storage

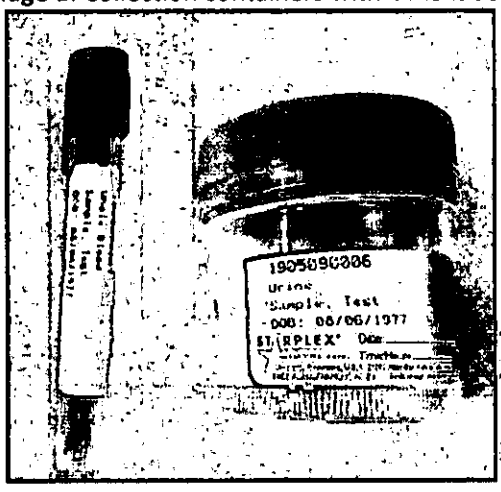
2. **Procedure & Processing**

2.1 Blood Collection Procedure

1) Patients do not need to be fasting.
   a. Via standard venipuncture procedure, collect the Blue top tube, filling to the fill line (or about 0.5ml shy of this line if using butterfly needle apparatus).
   b. Gently invert the Blue top tube 6-8 times, then place upright in a sample rack.
2) Place a NH PHL barcoded ID label on each collection tube and provide the collection date and initials of phlebotomist; please label according to **Image 1**.
3) Write collection facility, date, time, and phlebotomist's name on the test requisition.

Attachment 2

Image 1: Collection containers with LIMS labels.



2.2 Urine Collection Instructions

Instruct each participant to do the following for urine collection (this is **NOT** a clean catch; **do not** use a collection hat):

1) Wash hands with soap and water.
2) Collect at least 30ml of urine in the cup (to the black line). Do not touch the inside of the cup or cap.
3) Return urine sample to hospital staff.

*Hospital staff: Write collection date and time on test requisition.

2.3 Post-Collection

- **Specimens may be stored for no more than 8 hours in a refrigerator**. Specimens must then be aliquotted and frozen at -20°C for long-term storage.

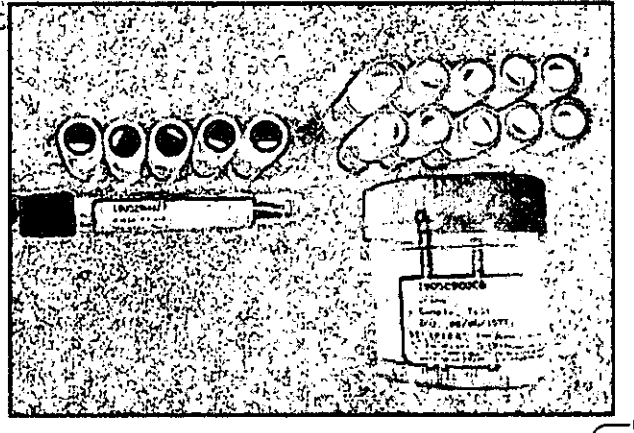
2.4 Pre-Processing

Each cryovial has a barcoded label which includes the matrix (whole blood or urine). Each cryovial also has a color marking on the cap (see **Image 2**):

- Blue cryovial caps are for whole blood aliquots (from the Blue top blood collection tube). The PHL barcoded labels on these cryovials say "whole blood".
- White cryovial caps are for urine aliquots (from the urine collection cup). The PHL barcoded labels on these cryovials say "urine".

Please note the matrix and fill each cryovial with the appropriate specimen, following the instructions in section 2.5 below.

Image 2: Cryovials next to their corresponding sample collection tubes.



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2.5 Sample Processing

NOTE: If the requested number of aliquots cannot be obtained for whole blood and/or urine, please collect as many aliquots as possible using the instructions described below.

1) Using the disposable transfer pipettes provided:
   a. Fill 5 cryovials with whole blood (Blue top tube) to between the 0.5ml and 1.0ml marks. The last tube may be < 0.5mL. Discard transfer pipette after filling the last tube. **Please follow your facility's standard practices to ensure homogeneity of the sample before aliquoting.**
   b. Thoroughly mix the urine sample by inverting several times and swirl the collection cup for at least 10 seconds on the countertop. Do not shake the sample. Fill 10 cryovials with urine to the 1.8mL mark. The last tube may be < 1.8mL. Discard transfer pipette after filling the last tube.
2) Discard remaining samples of whole blood and urine.
3) Store specimens
   a. Place all aliquots for a single patient (whole blood and urine) into the labeled cryovial transport box.
   b. Place the cryovial transport box into the provided biohazard bag.
   c. Place the test requisition into the outer pocket of the biohazard bag.
   d. Freeze all aliquots at -20°C (-4°F).

3. **Notify the BiomonitoringNH Program**

Please email BiomonitoringNH@dhhs.nh.gov within 24 hours of receiving each specimen, including ONE of the specimen's LIMS IDs (you don't have to provide all three). The LIMS IDs can be found on the test requisition or cryovial box. Call (603) 271-4611 or (603) 271-5113 with questions.

4. **Transportation of specimens**

3.1 Specimen packaging (NOTE: Please keep specimens frozen at all times.)

1) Complete the courier manifest provided. Place the NH PHL LIMS stickers (one for each specimen type) or write the NH PHL LIMS IDs in the indicated column.
2) Place the shipping manifest next to the test requisition in the outer pocket of the cryovial biohazard bag. Only one shipping manifest is needed per courier pick up.
3) A courier will be scheduled to stop at your facility, one time each week (unique to each facility). **NOTE:** A courier will not arrive unless the BiomonitoringNH program has been notified that there is a sample awaiting pickup (see previous section, "3. Notify the BiomonitoringNH Program).

5. **Billing**

Information on invoicing for the specimen collection is provided below. Please confirm the invoice contains both of the laboratory information management system (LIMS) numbers (these are the ten-digit numbers on the patient label [ex. 2003050001 and 2003050002]; there will be two per patient)The invoice must be mailed no more than 30 days from the date of specimen collection.

Bill to: State of New Hampshire
Attn: Joyce Cotnoir
Public Health Laboratories
29 Hazen Dr.
Concord, NH 03301
joyce.cotnoir@dhhs.nh.gov

Contact for questions: Amy Bergquist
Finance Manager
603-271-0183
amy.bergquist@dhhs.nh.gov

DS 12/8/2020

State of New Hampshire

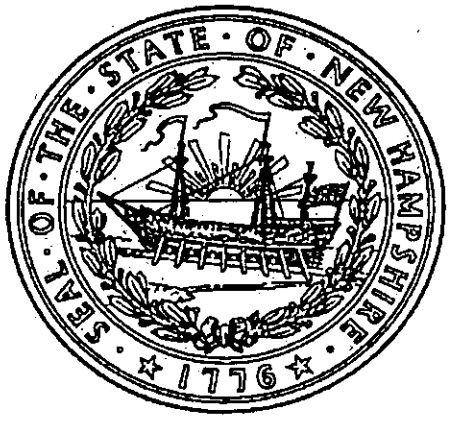
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MYONSITE HEALTHCARE, LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on January 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **861614**

Certificate Number : **0005244841**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **28th** day of **January** A.D. **2021.**

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

I, **Harita Oza**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Officer of _ **myOnsite Healthcare, LLC**.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _03rd January 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Mayank Trivedi (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ___**myOnsite Healthcare, LLC** to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/18/2020

Signature of Elected Officer
Name: Harita Oza
Title: Director of Operations

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2021

PRODUCER
Gregory Hodge
Hemingway, Hodge & Associate
1990 Main St.,
Suite 750
Sarasota, Florida 34236

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
myOnsite Healthcare LLC &myOnsite Diagnostic Lab, LLC
1990 Main St., 750
Sarasota, FL 34236

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Company	35378
INSURER B: Technology Insurance Company	42376
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	✓	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	SM93119	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000.00
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000.00
						MED EXP (Any one person)	$ 5,000.00
						PERSONAL & ADV INJURY	$ 1,000,000.00
						GENERAL AGGREGATE	$ 3,000,000.00
						PRODUCTS - COMP/OP AGG	$ 1,000,000.00
A	✓	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	SM93119	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000.00
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TWC3909485	08/30/2020	08/30/2021	WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000.00
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00
A		OTHER Medical Professional Liability	SM93119	01/01/2021	01/01/2022	Each Ocurrence: Aggregate:	$1,000,000.00 $ 3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder has been added as Additional Insured wtih respect to the operations of the Named Insured for General Liability per form (MESM 1002 08 15) and or Professional Liability per form (MESM 100812 13) to apply only when required by written contract with Named Insured.

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.