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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 8, 2024

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 make a **Retroactive** amendment to an existing contract with Perry Johnson Laboratory Accreditation, Inc. (VC#313187), Troy, Michigan, for the provision of ISO/IEC 17025 accreditation for microbiology, chemistry, radiochemistry, and rabies laboratory procedures conducted at the New Hampshire Public Health Laboratories (NH PHL), by exercising a contract renewal option by extending the completion date from December 31, 2023 to December 31, 2027 and increasing the price limitation by \$34,712 from \$27,685, to \$62,397, effective retroactive to January 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 22, 2020, item #17.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, and are anticipated to be available for State Fiscal Years 2026, 2027 and 2028, 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.

05-95-90-903010-7966 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH LABORATORIES (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90069107	\$7,492.50	\$0	\$7,492.50
2021	102-500731	Contracts for Prog Svc	90069017	\$9,507.50	\$0	\$9,507.50
			Subtotal	\$17,000.00	\$0	\$17,000.00

05-95-90-903010-82760000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, FOOD EMERGENCY RESPONSE NETWORK (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90069017	\$5,397.50	\$0	\$5,397.50
2023	102-500731	Contracts for Prog Svc	90069017	\$4,335.00	\$0	\$4,335.00
2024	024-500225	Maint Other Than Build- Gm	90069017	\$952.50	\$1,662.00	\$2,614.50
2025	024-500225	Maint Other Than Build- Gm	90069025	\$0	\$12,293.75	\$12,293.75
2026	102-500731	Contracts for Prog Svc	90069025	\$0	\$5,768.75	\$5,768.75
2027	102-500731	Contracts for Prog Svc	90069025	\$0	\$7,168.75	\$7,168.75
2027	102-500731	Contracts for Prog Svc	90080010	\$0	\$2,050.00	\$2,050.00
2028	102-500731	Contracts for Prog Svc	90069025	\$0	\$3,868.75	\$3,868.75
2028	102-500731	Contracts for Prog Svc	90080010	\$0	\$1,900.00	\$1,900.00
			Subtotal	\$10,885.00	\$34,712.00	\$45,397.00
			Total	\$27,685.00	\$34,712.00	62,397.00

EXPLANATION

This request is **Retroactive** because additional time was needed for the Contractor to obtain and provide appropriate supporting documentation to ensure that they were in good standing with the State of New Hampshire. The Department initiated the amendment process with the Contractor in November 2023, however, the Contractor was on Administrative Suspension with the State at the time. This has since been rectified, and the Contractor returned to Good Standing as of late February 2024.

The purpose of this request is to enable the New Hampshire Public Health Laboratories (NH PHL) to demonstrate that they operate competently and generate valid results. The vendor will independently verify that the NH PHL meets the standards for ISO/IEC 17025 accreditation for five (5) current NH PHL laboratory procedures and eight (8) additional procedures in the fields of microbiology, chemistry, radiochemistry, and rabies. NH PHL must retain ISO/IEC 17025 accreditation as part of the partnership with the Food and Drug Administration (FDA) food testing programs.

The Contractor completes accreditation services which includes document reviews of policies and procedures, as well as on-site laboratory inspections to ensure compliance with the ISO/IEC 17025 standard.

ISO/IEC 17025 accreditation demonstrates quality testing by NH PHL on food products for potential contamination, as well as FDA confidence in data generated by NH PHL.

The Department will continue to monitor services by reviewing all reports completed by the Contractors.

As referenced in Exhibit C-1, Renewals of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for four (4) of the four (4) years available.

Should the Governor and Council not authorize this request, NH PHL will not be able to continue its partnership with the FDA for food testing and evaluation of potential bioterrorism and chemical terrorism events. NH PHL currently receives an FDA grant to perform this activity in the State on behalf of the FDA, which may be jeopardized if NH PHL does not retain ISO/IEC 17025 Accreditation.

Area served: Statewide.

Source of Federal Funds: ALN 93.103, FAIN U19FD007070; ALN 93.991, FAIN NB01OT009454.

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

Respectfully submitted,



for Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the ISO/IEC 17025 Accreditation for Public Health Microbiology and Chemistry Laboratory Procedures contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Perry Johnson Laboratory Accreditation, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2020 (Item# 17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$62,397
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A, Scope of Services – Amendment #1, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2 to read:
 2. This contract is funded with 100% Federal Funds from:
 - 2.1. U.S. Food and Drug Administration (FDA) - New Hampshire FDA Food Emergency Response Network (FERN) Cooperative Agreement Program, awarded on August 14, 2019, CFDAALN 93.448, Federal Award Identification Number (FAIN U18FD005519.
 - 2.2. New Hampshire Laboratory Flexible Funding Model for Food Safety (LFFM)(U19), awarded on August 2, 2023, ALN 93.103, FAIN U19FD007070.
 - 2.3. Preventive Health and Health Services Block Grant– 2022, awarded on August 22, 2022, ALN 93.991, FAIN NB01OT009454.
6. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 3.4. to read:
 - 3.4. Invoices must be emailed to dhhs.dphs.contract@dhhs.nh.gov, which will be received for processing by the Financial Administrator for New Hampshire Public Health Laboratories.
7. Modify Exhibit B-1, Deliverables Schedule and Fees by replacing in its entirety with Exhibit B-1, Deliverables Schedule and Fees – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to January 1, 2024, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/11/2024

Date

DocuSigned by:
Iain Watt
Name: Iain Watt
Title: Interim Director - DPHS

Perry Johnson Laboratory Accreditation, Inc.

3/11/2024

Date

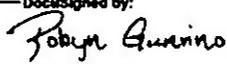
DocuSigned by:
Tracy Szerszen
Name: Tracy Szerszen
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/12/2024

Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
ISO-IEC 17025:2017 Accreditation for Public Health Microbiology and
Chemistry Laboratory Procedures



Exhibit A – Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Agreement, the Department has identified the Vendor as a Contractor, in accordance with 2 CFR 200.300.

2. Scope of Work

- 2.1. The Contractor must provide third-party accreditation services, including annual surveillance assessment and reassessment, for New Hampshire Public Health Laboratories (NH PHL), located at 29 Hazen Drive, Concord, New Hampshire.
 - 2.1.1. Accreditation services assess NH PHL's ability to perform certain laboratory procedures (outlined below in Subsections 2.3. & 2.4.) to meet the International Standard of ISO/IEC 17025 entitled, *General Requirements for the Competence of Testing and Calibration Laboratories.*¹
 - 2.1.2. NH PHL has a current ISO/IEC 17025 Scope of Accreditation certificate (SoA)² issued by the Contractor for five (5) laboratory procedures (specified in Subsection 2.3). SoAs expire every two (2) years.
- 2.2. The Contractor must perform accreditation activities according to NH PHL's SoA, including, but not limited to:
 - 2.2.1. Performing an onsite or remote Surveillance Assessment of NH PHL in the year prior to expiration of the SoA.
 - 2.2.1.1. Surveillance Assessment must involve document review of one (1) procedure listed on the SoA, as well as NH PHL's quality system related to that procedure.
 - 2.2.2. Performing an onsite Reassessment of NH PHL during the expiration year of the SoA.
 - 2.2.2.1. Reassessment must involve a review of all procedures listed on the SoA, as well as NH PHL's overall quality system.
 - 2.2.2.2. Where Reassessment findings meet the ISO/IEC 17025 standard, issuing a new SoA with a two (2) year expiration date from the last day of Reassessment.

¹ <https://www.iso.org/ISO-IEC-17025-testing-and-calibration-laboratories.html>

² <https://nhphl.qualtraxcloud.com/showdocument.aspx?ID=5720>

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Chemistry Laboratory Procedures**



Exhibit A – Amendment #1

- 2.2.3. Performing a Scope Expansion Assessment and issuing a new SoA for eight (8) additional procedures (specified in Subsection 2.4.).
 - 2.2.3.1. Scope Expansion Assessment must include, but is not limited to:
 - 2.2.3.1.1. Onsite or remote Pre-Assessment, depending on the complexity of the method, and if requested by NH PHL to aid in preparation for the Scope Expansion Assessment of the procedure; and
 - 2.2.3.1.2. Onsite or remote Scope Expansion Assessment of the procedure, depending on the complexity of the method.
 - 2.2.3.1.3. Upon Contractor approval, issuing an updated SoA for each procedure meeting the requirements of the Scope Expansion Assessment. The Department's current expiration date of the SoA must remain unchanged.
- 2.3. The five (5) laboratory procedures at NH PHL currently accredited by SoAs are:
 - 2.3.1. Microbiology Food Samples:
 - 2.3.1.1. Listeria species detection by BAX automated system real-time PCR;
 - 2.3.1.2. Listeria monocytogenes detection by BAX automated system real-time PCR;
 - 2.3.1.3. Escherichia coli 0157:H7 detection by BAX automated system real-time PCR; and
 - 2.3.1.4. Salmonella species detection by BAX automated system real-time PCR.
 - 2.3.2. Chemistry Food Samples:
 - 2.3.2.1. Quantitative Analysis of Toxic Metals using Microwave Digestion with ICP-MS;
- 2.4. The eight (8) laboratory procedures at NH PHL which the Contractor must perform Scope Expansion Assessment for ISO/IEC 17025 accreditation are:
 - 2.4.1. Microbiology Food Samples:
 - 2.4.1.1. Campylobacter species detection by BAX automated system real-time PCR; and
 - 2.4.1.2. Shigella species detection by BAX automated system real-time PCR.
 - 2.4.2. Chemistry Food Samples:
 - 2.4.2.1. Arsenic speciation using LC-ICP/MS;
 - 2.4.2.2. Poison and drug screen using GC-MS; and

New Hampshire Department of Health and Human Services
ISO-IEC 17025:2017 Accreditation for Public Health Microbiology and
Chemistry Laboratory Procedures



Exhibit A – Amendment #1

- 2.4.2.3. Poison and toxin screen using LC-MS/MS.
- 2.4.3. Radiochemistry Food and Environmental Samples:
 - 2.4.3.1. Gamma spectroscopy in food and environmental samples using high purity germanium detection system.
- 2.4.4. Rabies Detection in Animal Samples:
 - 2.4.4.1. Rabies direct fluorescent antibody test; and
 - 2.4.4.2. Rabies raccoon variant detection via RT-qPCR.
- 2.5. Surveillance Assessment, Reassessment, and Scope Expansion Assessment activities include, but are not limited to, onsite and/or remote review of:
 - 2.5.1. NH PHL's quality management system;
 - 2.5.2. Technical capabilities to perform tests;
 - 2.5.3. Records;
 - 2.5.4. Proficiency testing;
 - 2.5.5. Environmental conditions;
 - 2.5.6. Data; and
 - 2.5.7. Environmental conditions.
- 2.6. The Contractor must conduct above assessments in accordance with ISO/IEC 17025, which may include additional sector-specific, regulatory, and/or government requirements as applicable, and in accordance with Contractor Policies and Procedures, including:
 - 2.6.1. PL-1-Proficiency Testing Policy;
 - 2.6.2. PL-2-Traceability Policy;
 - 2.6.3. PL-3-Measurement Uncertainty Policy;
 - 2.6.4. SOP-3 Accreditation Symbol Procedure;
 - 2.6.5. PL-4-Scope of Accreditation; and
 - 2.6.6. SOP-1- Accreditation Procedure.
- 2.7. The Contractor must operate in accordance with ISO/IEC 17011 entitled, *"Conformity Assessment – Requirements for Accreditation Bodies Accrediting Conformity Assessment Bodies."*³
- 2.8. The Contractor must be recognized as a competent accreditation body to operate an accreditation program for testing, calibration, reference material and inspection body facilities by:
 - 2.8.1. The International Laboratory Accreditation Cooperation (ILAC); and
 - 2.8.2. The Asia Pacific Accreditation Cooperation (APAC).

³ <https://www.iso.org/standard/67198.html>

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**New Hampshire Department of Health and Human Services
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Chemistry Laboratory Procedures**



Exhibit A – Amendment #1

- 2.9. The Contractor must be recognized as an acceptable accreditation body to perform industry specific and government accreditation programs.
- 2.10. NH PHL's SoA must remain active on the Contractor's website as long as the results of each Reassessment are favorable.

3. Staffing

- 3.1. The Contractor must assign Assessors based on their experience in the relevant field of test and technology. Experience must encompass direct work experience, technical education and on-going training. Assigned Assessors must:
 - 3.1.1. Be skilled and adapted to assessing State laboratories;
 - 3.1.2. Have completed full training of the latest version of the standard being assessed; and
 - 3.1.3. Have experience in relation to auditing skills and practices.
- 3.2. The Contractor must establish Assessment Teams that include:
 - 3.2.1. A lead assessor; and
 - 3.2.2. Technical assessor or technical expert as necessary.

4. Reporting and Deliverables

- 4.1. With each Surveillance Assessment, Reassessment, and Scope Expansion Assessment, the Contractor must submit an Assessment Report within thirty (30) days from the last day of the assessment that includes information not limited to:
 - 4.1.1. Any itemized findings;
 - 4.1.2. Proficiency testing performance;
 - 4.1.3. Any non-conformities to the ISO/IEC 17025 standard, which must be identified in an accompanying LF-08 Nonconformance Report;
 - 4.1.4. Overview of NH PHL's compliance or non-compliance; and
 - 4.1.5. Recommendation for approval or disapproval of the accreditation.
- 4.2. NH PHL must respond with a Corrective Action Plan to any nonconformities within sixty (60) days from the date of the issued report. If satisfied that ISO/IEC 17025 requirements are met, the Contractor must then update the SoA certificate accordingly.



**New Hampshire Department of Health and Human Services
ISO-IEC 17025:2017 Accreditation for Public Health Microbiology and Chemistry
Laboratory Procedures**

Exhibit B-1 – Amendment #1

Deliverables Schedule and Fees

ISO/IEC 17025 Accreditation Services for thirteen (13) laboratory procedures at New Hampshire Public Health Laboratories, inclusive of travel, in accordance with Exhibit A, Scope of Services – Amendment #1.

Year 1 Deliverables (Calendar Year (CY) 2020)	Fees
2 Day on-site Training, Preliminary Assessment including Document Review, Reporting, Post Assessment follow-up, Corrective Action Plan for any nonconformance, and on-site Initial Assessment	\$14,295.00
2 Year Accreditation and Certificate	\$285.00
File Maintenance	\$405.00
Year 1 Subtotal	\$14,985.00

Year 2 Deliverables (CY 2021)	Fees
1 Day on-site Surveillance including Reporting, Post Assessment follow-up, and Corrective Action Plan for any deviations from the ISO/IEC 17025 Accreditation	\$3,625.00
File Maintenance	\$405.00
Year 2 Subtotal	\$4,030.00

Year 3 Deliverables (CY 2022)	Fees
2 Day on-site Reassessment including Reporting, Post Assessment follow-up, and Corrective Action Plan for any deviations from the ISO/IEC 17025 Accreditation	\$6,075.00
2 Year Accreditation Renewal	\$285.00
File Maintenance	\$405.00
Year 3 Subtotal	\$6,765.00

Year 4 Deliverables (CY 2023)	Fees
Remote Desk Surveillance including Reporting, Post Assessment follow up, and Corrective Action Plan for any deviations from the ISO/IEC 17025 Accreditation (no travel)	\$1,500.00
File Maintenance	\$405.00
Year 4 Subtotal	\$1905.00

Year 5 Deliverables (CY 2024)	Fees



New Hampshire Department of Health and Human Services
 ISO-IEC 17025:2017 Accreditation for Public Health Microbiology and Chemistry
 Laboratory Procedures

Exhibit B-1 – Amendment #1

Pre-Assessment of new test method: <i>Gamma Spectroscopy in Food and Environmental Samples Using High Purity Germanium Detection System</i>	\$1,662.00
Assessment of new test method: <i>Gamma Spectroscopy in Food and Environmental Samples Using High Purity Germanium Detection System</i>	\$3,562.50
Accreditation Fee	\$300.00
Re-Assessment of current accredited tests and add new test methods: <i>Arsenic Speciation in Food Using LC-ICP/MS and Campylobacter species detection by BAX automated system real-time PCR</i>	\$7,706.25
Accreditation Fee	\$300.00
File Maintenance	\$425.00
Year 5 Subtotal	\$13,955.75

Year 6 Deliverables (CY 2025)	Fees
Surveillance Assessment of current certified tests and add new test method: <i>Shigella species detection by BAX automated system real-time PCR</i>	\$5,043.75
Accreditation Fee	\$300.00
File Maintenance	\$425.00
Year 6 Subtotal	\$5,768.75

Year 7 Deliverables (CY 2026)	Fees
Re-Assessment of current certified tests and add new test method: <i>Poison and Toxin Screen Using LC-MS/MS</i>	\$6,806.25
Accreditation Fee	\$150.00
File Maintenance	\$212.50
Re-Assessment of current certified tests and add new test method: <i>Rabies Direct Fluorescent Antibody Test</i>	\$1,687.50
Accreditation Fee	\$150.00
File Maintenance	\$212.50
Year 7 Subtotal	\$9,218.75

Year 8 Deliverables (CY 2027)	Fees
Surveillance Assessment of current certified tests and add new test method: <i>Poison and Drug Screen Using GC-MS</i>	\$3,506.25
Accreditation Fee	\$150.00
File Maintenance	\$212.50

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New Hampshire Department of Health and Human Services
ISO-IEC 17025:2017 Accreditation for Public Health Microbiology and Chemistry
Laboratory Procedures

Exhibit B-1 – Amendment #1

Surveillance Assessment of current certified tests and add new test method: <i>Rabies Raccoon Variant Detection via RT-qPCR</i>	\$1,537.50
Accreditation Fee	\$150.00
File Maintenance	\$212.50
Year 8 Subtotal	\$5,768.75
TOTAL	\$62,397.00

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PERRY JOHNSON LABORATORY ACCREDITATION, INC. is a Michigan Profit Corporation registered to transact business in New Hampshire on November 22, 2019. 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: 831661

Certificate Number: 0006595455



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Perry L. Johnson of Perry Johnson Laboratory Accreditation, Inc. (company) do hereby certify that:

1. I am the ~~(title/managing member, etc)~~ of Perry Johnson Laboratory Accreditation, Inc. (company).
2. That the President is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Tracy Szerszen is the duly elected President of this company.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.



Name: Perry L. Johnson

Title: Owner

Company Name: Perry Johnson Laboratory Accreditation, Inc.

March 5, 2024

Date



PERRJOH-03

JBRETHEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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

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

PRODUCER Hub International Midwest East 31440 Northwestern Hwy Suite 130 Farmington Hills, MI 48334	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : American Casualty Co of Reading PA NAIC # 20427 INSURER B : The Continental Insurance Company 35289 INSURER C : Transportation Insurance Company 20494 INSURER D : ACE American Insurance Company 22667 INSURER E : INSURER F :	
INSURED Perry Johnson Laboratory Accreditation, Inc. 755 W Big Beaver Rd #1300 Troy, MI 48084		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7015573139	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7015573142	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUE 7015573187	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7015573173	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			D98162203	8/31/2023	8/31/2024	Agg/Per Claim 8,000,000
D	Cyber/Privacy/Networ			D94368601	8/31/2023	8/31/2024	Limit 5,000,000

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

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

17
MAN

Kerrin A. Rounds
Acting Commissioner

Lisa M. Morris
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 17, 2019

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 an agreement with Perry Johnson Laboratory Accreditation, Inc. (Vendor #313187), 755 West Big Beaver Road, Suite 1325, Troy, Michigan, to provide ISO-IEC 17025:2017 Accreditation for microbiology and chemistry laboratory procedures conducted at the Public Health Laboratories, in an amount not to exceed \$27,685, effective January 1, 2020, or upon Governor and Executive Council approval, whichever is later, through December 31, 2023. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, with authority to adjust budget line items within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-90-9030-79660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH LABORATORIES**

State Fiscal Year	Class/ Account	Class Title	Job Number	Budget Amount
2020	102-500731	Contracts for Program Services	90069017	\$7,492.50
2021	102-500731	Contracts for Program Services	90069017	\$9,507.50
2022	102-500731	Contracts for Program Services	90069017	\$0.00
2023	102-500731	Contracts for Program Services	90069017	\$0.00
2024	102-500731	Contracts for Program Services	90069017	\$0.00
			<i>Subtotal</i>	<i>\$17,000.00</i>

**05-95-90-9030-82760000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, FOOD EMERGENCY RESPONSE NETWORK**

State Fiscal Year	Class/ Account	Class Title	Job Number	Budget Amount
2020	102-500731	Contracts for Program Services	90069017	\$0.00
2021	102-500731	Contracts for Program Services	90069017	\$0.00
2022	102-500731	Contracts for Program Services	90069017	\$5,397.50
2023	102-500731	Contracts for Program Services	90069017	\$4,335.00
2024	102-500731	Contracts for Program Services	90069017	\$952.50
			<i>Subtotal</i>	<i>\$10,685.00</i>
			<i>Total</i>	<i>\$27,685.00</i>

EXPLANATION

The purpose of this request is for the Department to obtain ISO-IEC 17025 Accreditation for three (3) New Hampshire Public Health Laboratory (NHPHL) microbiology procedures and three (3) NHPHL chemistry procedures, over a four (4) year process. In order for the Food and Drug Administration (FDA) to validate the NHPHL's testing results, ISO-IEC 17025 Accreditation is required. ISO-IEC 17025 Accreditation allows data generated by the NHPHL to be utilized by the FDA for surveillance and enforcement activities.

Accreditation establishes that NHPHL testing data is generated by a quality system that adheres to the ISO-IEC 17025 guidelines and that the data is accurate and reliable. In addition, ISO-IEC 17025 Accreditation of the six (6) laboratory procedures is required by the FDA and United States Department of Agriculture (USDA) in order for the Department to be considered for laboratory grant applications. The Centers for Disease Control and Prevention (CDC) offers preference to accredited laboratories in competitive bid situations.

The three (3) Public Health microbiology laboratory procedures and three (3) Public Health chemistry laboratory procedures include:

Microbiology – Food Samples:

- Listeria monocytogenes Detection by BAX Q7 PCR ABI 7500 system – rapid screen.
- Escherichia coli 0157:H7 Detection by BAX Q7 PCR ABI 7500 system – rapid screen.
- Salmonella spp Detection by BAX Q7 PCR ABI 7500 system – rapid screen.

Chemistry – Food and Environmental Samples:

- Quantitative Analysis of Toxic Metals using Microwave Digestion with ICP-MS.
- Poison and Toxin Screening using Ion Trap LC-MS/MS.
- Drug and Poison Screen using GC-MS.

Perry Johnson Laboratory Accreditation, Inc. will perform Accreditation services for NHPHL, which includes document reviews of policies and procedures as well as on-site laboratory inspections to ensure compliance with the ISO-IEC 17025 standards.

ISO-IEC 17025 Accreditation is necessary for the NHPHL to test food products for potential contamination. Potential contamination situations include both natural contamination via food harvesting and processing and intentional contamination as in cases of bioterrorism and chemical terrorism.

Establishing Accreditation for the NHPHL procedures enables the Department to submit testing data to the FDA for surveillance and compliance activities. ISO-IEC 17025 Accreditation allows the FDA to officially act upon data generated by the NHPHL. Additionally, the NHPHL will have the capabilities to investigate potential food contamination events and conduct surveillance to ensure safe food products for all residents of New Hampshire.

The Contractor is required to submit the following reports and deliverables to the Department to measure the delivery of services under the agreement:

- Preliminary Assessment Report listing the nonconforming areas within thirty (30) days of completion of the Preliminary Assessment.
- Initial Assessment Report and Nonconformity Report, if applicable, to the NHPHL within thirty (30) days of completion of the Initial Assessment.
- NHPHL two (2) year Certificate of Accreditation upon completion of the Initial Assessment.
- Surveillance Assessment Report and Nonconformity Report, if applicable, to the NHPHL within thirty (30) days of the completion of the Surveillance Assessment.
- Reassessment Report and Nonconformity Report, if applicable, to the NHPHL within thirty (30) days of the completion of the Reassessment.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

- Remote Desk Surveillance Report and Nonconformity Report, if applicable, to the NPHL within thirty (30) days of the completion of the Remote Desk Surveillance.

Perry Johnson Laboratories Accreditation, Inc. was selected for this project through a competitive bid process. A Request for Bids (RFB) was posted to the Department of Health and Human Services website from September 24, 2019 through October 16, 2019. In addition, an announcement of the published RFB was emailed to an all-inclusive listing of ISO-IEC 17025 Accreditation providers in the United States. The Department received one (1) bid. A Public Bid Opening was held on October 17, 2019. The bid was reviewed by Department staff with program-specific knowledge. The Bid Summary is attached.

As referenced in the RFB and in the Exhibit C-1, Revisions to Standard Contract Language, of this contract, the parties have the option to extend contract services for up to four (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, the NPHL will not be able to engage in a partnership with the FDA for food testing and evaluation of potential bioterrorism and chemical terrorism events. The NPHL currently receives an FDA grant to perform this activity in the State on behalf of the FDA, which may be jeopardized if the NPHL does not attain ISO-IEC 17025 Accreditation. Obtaining accreditation allows the NPHL to reapply and compete for the next five (5) year grant award.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Food and Drug Administration – New Hampshire Food and Drug Administration Food Emergency Response Network (FERN) Cooperative Agreement Program, Catalog of Federal Assistance (CFDA) #93.448, Federal Award Identification Number (FAIN) U18FD005519.

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

Respectfully submitted,



Kerrin A. Rounds
Acting Commissioner



Office of Business Operations
Contracts & Procurement Unit
Bid Summary

ISO/IEC 17025 Accreditation for Public
Health Microbiology and Chemistry
Laboratory Procedures

RFP Name

RFB-2020-DPHS-01-ISOIEC

RFP Number

Bidder Name

1. Perry Johnson Laboratory Accreditation, Inc.

2. 0

Bid Price

\$27,685

Subject: ISO-IEC 17025:2017 Accreditation for Public Health Microbiology and Chemistry

Laboratory Procedures (RFB-2020-DPHS-01-ISOIEC-01)

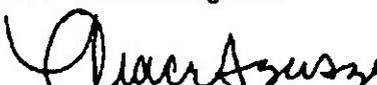
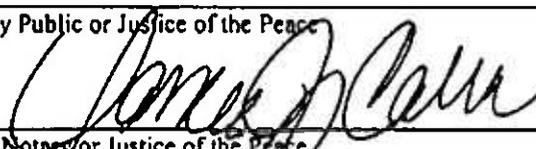
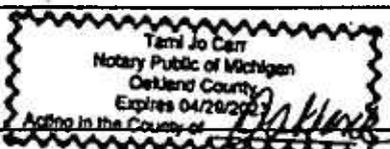
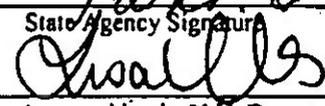
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Perry Johnson Laboratory Accreditation, Inc.		1.4 Contractor Address 755 West Big Beaver Road, Suite 1325 Troy, Michigan 48084	
1.5 Contractor Phone Number 248-519-2603	1.6 Account Number 05-95-90-9030-82760000-102-500731	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$27,685
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tracy Szerszen, President/Operations Manager	
1.13 Acknowledgement: State of <u>Michigan</u> County of <u>Oakland</u> On <u>11/19/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tamli J Carr</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Gloria CATHERINE PINDS, Attorney</u> On: <u>1/2/20</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials

Date

11/19/2019

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials: 
Date: 11/19/2019

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials 

Date 11/19/09

**New Hampshire Department of Health and Human Services
ISO-IEC 17025:2017 Accreditation for Public Health Microbiology
and Chemistry Laboratory Procedures**



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Agreement, the Department has identified the Vendor as a Contractor, in accordance with 2 CFR 200.300.

2. Scope of Work

- 2.1. The Contractor shall conduct third-party accreditation services inclusive of travel over a four (4) year period for three (3) microbiology laboratory procedures and three (3) chemistry laboratory procedures at the New Hampshire Public Health Laboratories (NH PHL) located at 29 Hazen Drive, Concord, New Hampshire. Laboratory Procedures include:
 - 2.1.1. Microbiology – Food Samples:
 - 2.1.1.1. Listeria monocytogenes Detection by BAX Q7 PCR ABI 7500 system – rapid screen;
 - 2.1.1.2. Escherichia coli 0157:H7 Detection by BAX Q7 PCR ABI 7500 system – rapid screen; and
 - 2.1.1.3. Salmonella spp Detection by BAX Q7 PCR ABI 7500 system – rapid screen.
 - 2.1.2. Chemistry – Food and Environmental Samples:
 - 2.1.2.1. Quantitative Analysis of Toxic Metals using Microwave Digestion with ICP-MS;
 - 2.1.2.2. Poison and Toxin Screening using Ion Trap LC-MS/MS; and
 - 2.1.2.3. Drug and Poison Screen using GC-MS.
- 2.2. The Contractor shall conduct accreditations in accordance with ISO/IEC 17025:2017 and may include additional sector specific, regulatory and government requirements as applicable.
- 2.3. The Contractor shall operate in accordance with ISO/IEC 17011:2017 Conformity Assessment – General Requirements for Accreditation Bodies accrediting Conformity Assessment Bodies.

**New Hampshire Department of Health and Human Services
ISO-IEC 17025:2017 Accreditation for Public Health Microbiology
and Chemistry Laboratory Procedures**



Exhibit A

- 2.4. The Contractor must be recognized as a competent accreditation body to operate an accreditation program for testing, calibration, reference material and inspection body facilities by:
 - 2.4.1. The International Laboratory Accreditation Cooperation (ILAC); and
 - 2.4.2. The Asia Pacific Laboratory Accreditation Cooperation (APLAC).
- 2.5. The Contractor must be recognized as an acceptable accreditation body to perform industry specific and government accreditation programs.
- 2.6. The Contractor shall conduct assessments in accordance with ISO/IEC 17025:2017, and in accordance with Contractor Policies and Procedures including:
 - 2.6.1. PL-1-Proficiency Testing Policy;
 - 2.6.2. PL-2-Traceability Policy;
 - 2.6.3. PL-3-Measurement Uncertainty Policy;
 - 2.6.4. SOP-3 Accreditation Symbol Procedure and
 - 2.6.5. WI-8-Testing Scopes of Accreditation.
- 2.7. The Contractor shall conduct accreditation activities in Year One (1) of the contract period that includes, but is not limited to:
 - 2.7.1. Two (2) day onsite internal auditor training to NH PHL support staff, Scientists, Microbiologists, Chemistry and Toxicologists, management and quality staff on the requirements and interpretation of the ISO/IEC 17025:2017 standards prior to any on-site assessments to ensure NH PHL compliance;
 - 2.7.2. An onsite Preliminary Assessment to provide an overview of the laboratories' readiness for the initial assessment.
 - 2.7.3. A Preliminary Assessment Report listing the current nonconforming areas to prepare for the Initial Assessment.
 - 2.7.4. A full system Documentation Review of the laboratories thirty (30) days prior to the start of the Initial Assessment, including but not limited to:
 - 2.7.4.1. Technical documentation and procedures;
 - 2.7.4.2. Internal audit;
 - 2.7.4.3. Management review;
 - 2.7.4.4. Example test reports; and
 - 2.7.4.5. Proficiency testing results.

AD
11/19/2019

**New Hampshire Department of Health and Human Services
ISO-IEC 17025:2017 Accreditation for Public Health Microbiology
and Chemistry Laboratory Procedures**



Exhibit A

- 2.7.5. Year One (1) onsite Initial Assessment, upon a successful Documentation Review (2.7.4), to ensure the competency of the laboratory is in accordance with ISO/IEC 17025:2017 that includes, but is not limited to:
 - 2.7.5.1. Laboratories' quality management system;
 - 2.7.5.2. Technical capabilities to perform tests;
 - 2.7.5.3. Records;
 - 2.7.5.4. Proficiency testing;
 - 2.7.5.5. Environmental conditions;
 - 2.7.5.6. Data; and
 - 2.7.5.7. Environmental conditions.
- 2.7.6. An Initial Assessment Report that consists of viable information in relation to the assessment consistent with requirements of ISO/IEC 17011:2017. The Initial Assessment Report shall include, but is not limited to:
 - 2.7.6.1. Itemized findings;
 - 2.7.6.2. Overview of the laboratory's compliance or non-compliance;
 - 2.7.6.3. Proficiency testing performance;
 - 2.7.6.4. Recommendation for approval or disapproval of the accreditation; and
 - 2.7.6.5. Nonconformity Report, if applicable.
 - 2.7.6.5.1. A Corrective Action Plan in response to the Nonconformity Report is required from the NH PHL no later than sixty (60) days from the last day of the Initial Assessment.
- 2.8. The Contractor shall issue a two (2) year Certificate of Accreditation for the laboratory procedures in 2.1.1 and 2.1.2. upon successful completion of the Initial Assessment.
- 2.9. The Contractor shall conduct accreditation activities in Year Two (2) of the contract period that includes, but are not limited to:
 - 2.9.1. One (1) day onsite Surveillance Assessment twelve (12) months from the Initial Assessment date to ensure laboratories are maintaining their current accreditation and annual requirements in accordance with the ISO 17025 standard;
 - 2.9.2. An assessment of laboratory testing activates as time permits;
 - 2.9.3. A Surveillance Assessment Report, similar to the Initial Assessment Report in 2.7.6, upon completion of the Surveillance Assessment that shall include

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and Chemistry Laboratory Procedures**



Exhibit A

a recommendation for the NH PHL to continue or not to continue their accreditation; and

2.9.4. Nonconformity Report, if applicable.

2.9.4.1. A Corrective Action Plan in response to the Nonconformity Report is required from the NH PHL no later than sixty (60) days from the last day of the Surveillance Assessment.

2.10. The Contractor Certificate of Accreditation shall remain active on the Contractor's website as long as the results of the Surveillance Assessment are favorable.

2.11. The Contractor shall conduct accreditation activities in year three (3) of the contract period that will include, but is not limited to:

2.11.1. Two (2) day onsite Reassessment two (2) years from the Initial Assessment date to renew the Certificate of Accreditation for an additional two (2) years. The Reassessment shall include, but is not limited to:

2.11.1.1. Full system assessment conducted similar to the Initial Assessment as described in 2.7.5;

2.11.1.2. A Reassessment Report, similar to the Initial Assessment Report in 2.7.6, upon completion of the Reassessment that shall include a recommendation for the NH PHL to continue or not to continue their accreditation; and

2.11.2. Nonconformity Report, if applicable.

2.11.2.1. A Corrective Action Plan in response to the Nonconformity Report is required from the NH PHL no later than sixty (60) days from the last day of the Reassessment.

2.12. The Contractor shall conduct accreditation activities in year four (4) of the contract period that includes, but is not limited to:

2.12.1. Remote Desk Surveillance conducted twelve (12) months from the Reassessment that shall include a documentation review assessment in lieu of on-site surveillance;

2.12.2. A Remote Desk Surveillance Report, similar to the Initial Assessment Report in 2.7.6, upon completion of the Remote Desk Surveillance that shall include a recommendation for the NH PHL to continue or not to continue their accreditation; and

2.12.3. Nonconformity Report, if applicable.

2.12.3.1. A Corrective Action Plan in response to the Nonconformity Report is required from the NH PHL no later than sixty (60) days from the last day of the Remote Desk Surveillance.

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Exhibit A

3. Staffing

- 3.1. The Contractor shall assign Assessors based on their experience in the relevant field of test and technology. Experience shall encompass direct work experience, technical education and on-going training. Assigned Assessors shall:
 - 3.1.1. Be skilled and adapted to assessing State laboratories;
 - 3.1.2. Have completed full training of the latest version of the standard being assessed; and
 - 3.1.3. Have experience in relation to auditing skills and practices.
- 3.2. The Contractor shall establish Assessment Teams that include:
 - 3.2.1. A lead assessor; and
 - 3.2.2. Technical assessor or technical expert as necessary.

4. Reporting and Deliverables

- 4.1. The Contractor shall submit a Preliminary Assessment Report listing the nonconforming areas within thirty (30) days of completion of the Preliminary Assessment (2.7.3).
- 4.2. The Contractor shall submit an Initial Assessment Report and Nonconformity Report, if applicable, to the NH PHL within thirty (30) days of completion of the Initial Assessment (2.7.6).
- 4.3. The Contractor shall issue a two (2) year Certificate of Accreditation to the NH PHL Laboratories upon completion of the Initial Assessment (2.8).
- 4.4. The Contractor shall submit a Surveillance Assessment Report and Nonconformity Report, if applicable, to the NH PHL within thirty (30) days of the completion of the Surveillance Assessment (2.9).
- 4.5. The Contractor shall provide a Reassessment Report and Nonconformity Report, if applicable, to the NH PHL within thirty (30) days of the completion of the Reassessment (2.11.2).
- 4.6. The Contractor shall provide a Remote Desk Surveillance Report and Nonconformity Report, if applicable, to the NH PHL within thirty (30) days of the completion of the Remote Desk Surveillance (2.12).

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with Federal Funds from the U.S. Food and Drug Administration (FDA) - New Hampshire FDA Food Emergency Response Network (FERN) Cooperative Agreement Program, CFDA #93.448, Federal Award Identification Number (FAIN) U18FD005519.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall submit invoices for reimbursement in accordance with the Deliverables Schedule and amounts in Exhibit B-1 Deliverables Schedule and Fees, upon completion of each Deliverable, in a form satisfactory to the State that identifies and requests reimbursement for authorized expenses. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 3.2. The State 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. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 3.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 3.4. Invoices must be mailed to:

Financial Administrator
New Hampshire Public Health Laboratories
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
 - 3.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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 Laboratory Procedures



Exhibit B-1

Deliverables Schedule and Fees

ISO/IEC 17025:2017 Accreditation Services for six (6) Public Health Laboratory Procedures inclusive of travel, in accordance with Exhibit A, Scope of Services.

Year 1 Deliverables	Fees
2 Day on-site Training, Preliminary Assessment including Document Review, Reporting, Post Assessment follow-up, Corrective Action Plan for any nonconformance, and on-site Initial Assessment.	\$14,295.00
2 Year Accreditation and Certificate	\$285.00
File Maintenance	\$405.00
Year 1 Subtotal	\$14,985.00

Year 2 Deliverables	Fees
1 Day on-site Surveillance including Reporting, Post Assessment follow-up, and Corrective Action Plan for any deviations from the ISO/IEC 17025:2017 Accreditation.	\$3,625.00
File Maintenance	\$405.00
Year 2 Subtotal	\$4,030.00

Year 3 Deliverables	Fees
2 Day on-site Reassessment including Reporting, Post Assessment follow-up, and Corrective Action Plan for any deviations from the ISO/IEC 17025:2017 Accreditation.	\$6,075.00
2 Year Accreditation Renewal	\$285.00
File Maintenance	\$405.00
Year 3 Subtotal	\$6,765.00

Year 4 Deliverables	Fees
Remote Desk Surveillance including Reporting, Post Assessment follow up, and Corrective Action Plan for any deviations from the ISO/IEC 17025:2017 Accreditation (no travel).	\$1,500.00
File Maintenance	\$405.00
Year 4 Subtotal	\$1905.00
TOTAL	\$27,685.00



New Hampshire Department of Health and Human Services
Exhibit C

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department; the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

**New Hampshire Department of Health and Human Services
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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, Issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
- 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 11. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
- 11.1. Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
- 11.2. Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs:** 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.
- 13. Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- 13.1.** 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.
- 14. Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 15. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
- 16. Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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11/9/2019



**New Hampshire Department of Health and Human Services
Exhibit C**

- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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11/19/2019

New Hampshire Department of Health and Human Services
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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to DHHS Standard Exhibits

Exhibit I, Health Insurance Portability Act Business Associate Agreement, is not applicable.

3. Renewal

The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

[Handwritten Signature]
Date 11/19/2019

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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


Date 11/9/09



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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.

1/19/2019
Date

Vendor Name: Perry Johnson Laboratory Accreditation Inc.

Tracy Szerszen
Name: Tracy Szerszen
Title: President / OPR mbr

Vendor Initials: [Signature]
Date: 1/19/2019



New Hampshire Department of Health and Human Services
Exhibit E

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-1.)
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: *Perry Johnson Laboratory Accreditation Inc.*

11-19-2019
Date

Name: *TRACY SZCZERKA*
Title: *President / OPR. mgr.*

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor 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



New Hampshire Department of Health and Human Services
Exhibit F

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 (l)(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.

Vendor Name: Perry Johnson Laboratory Accreditation Inc.

1/19/2019
Date

Name: Tracy Szerszen
Title: President / DPR. mgr.

Vendor Initials
Date 1/19/2019

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor 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:

Vendor 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.

Exhibit G

Vendor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/27/14
Rev. 10/21/14

Page 1 of 2

Date


1/19/2019

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Perry Johnson Laboratory Accreditation

11-19-2019
Date

[Signature]
Name: Tracy Szerszen
Title: President / OPR - mgiz.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials [Signature]

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 Vendor 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 Vendor 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.

Vendor Name: Perry Johnson Laboratory Accreditation Inc.

[Handwritten Signature]

Name: Tracy Szerszen
Title: President / O.P.R. m&R

1/19/2019
Date

Vendor Initials [Signature]
Date 1/19/2019

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials

Date


11/9/2019

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:

11-19-2019
Date

Name: TRACY SZERSZEN
Title: PRESIDENT / OPERATIONS
MOR

Contractor Initials TS
Date 11-19-2019



New Hampshire Department of Health and Human Services
Exhibit J

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: 115185035

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 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 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: _____

Contractor Initials [Signature]
Date 11/17/2019

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

[Handwritten Signature]
[Handwritten Date: 1/19/2019]

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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


Date 11/19/2011

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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


11-19-2019

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.).

[Handwritten Signature]
11/19/2019

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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/doi/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.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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

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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

[Handwritten Signature]
[Handwritten Date: 11/9/2019]