STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5603 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
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HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

99

May 23, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections (NHDOC) to amend existing contract (PO #1088219) with BioReference Health, LLC. (VC # 166519), 481 Edward H. Ross Drive, Elmwood Park, NJ 07407, by increasing the price limitation by $606,100.79 from $933,126.63, to $1,539,227.42, and extending the completion date from June 30, 2024 to June 30, 2025 for the provision of On-Site Clinical Laboratory services effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on June 29, 2022, Item #88, and Amendment #1 was approved by Governor and Executive Council on August 2, 2023, Item #38. 100% General Funds.

Funds are available in FY 2025, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Funding is available in account, *Medical-Dental:* 02-46-46-465010-82340000-101-500729 as follows:

BioReference Health, LLC.					
Account	**Description**	**FY 2023**	**FY 2024**	**FY 2025**	**Total**
02-46-46-465010-82340000-101-500729	Medical Providers	$ 219,369.38	$ 219,369.38	--	**$ 438,738.76**
Amendment #1					
02-46-46-465010-82340000-101-500729	Medical Providers	$ 141,964.05	$ 352,423.82	--	**$ 494,387.87**
Amendment #2					
02-46-46-465010-82340000-101-500729	Medical Providers	--	--	$ 606,100.79	**$ 606,100.79**
Total Contract Amount		**$ 361,333.43**	**$571,793.20**	**$ 606,100.79**	**$ 1,539,227.42**

EXPLANATION

The purpose of this amendment is for the continued provision of clinical laboratory and phlebotomy services. Clinical laboratory services are a critical and necessary component of the overall NHDOC healthcare delivery system. Basic lab work is performed on all residents upon admission to facilities and is ordered clinically throughout their incarceration. Services provided include blood, urine, sputum and tissue analysis for a wide spectrum of diseases and health conditions. The existing contract recognizes the established forecasting by the Center for Medicare and Medicaid Services: National Health Expenditures and provides the vendor to request a price increase for lab services.

This increase as defined falls under Physician and Clinical Services and is forecasted at a 6% increase on billable rates based upon published Centers for Medicare & Medicaid Services (CMS) projections. Correctional health care practices have adjusted as it pertains to intake testing on new bookings. These standards have incorporated testing for sexually transmitted infections, In addition to this cost impact factor, the lab orders have increased due to the treatment of hepatitis C and testing for sexually transmitted infections. Laboratory testing for hepatitis C includes testing for other hepatic diseases.

Given the significant morbidity and mortality from hepatitis C and the continuing risk within correctional facilities due to tattooing and sexual transmission, we instituted robust guidelines for hepatitis C screening and treatment in February 2023. Detailed approaches are based on Infectious Diseases Society of America (HCV Testing and Treatment in Correctional Settings | HCV Guidance (hcvguidelines.org)) and CDC (Hepatitis C General Information (cdc.gov)) recommendations.

These ongoing assessments require multiple lab tests for hepatitis C screening, other forms of hepatitis, viral load levels to assess for active disease, occasional genotyping to assess for resistance particularly for those with cirrhosis, and testing for cure after antiviral treatment for hepatitis C.

Patient must be testing for hep A and B if positive for Hep C. Concurrent Hep A or B need to be treated before Hep C treatment is initiated. Genotyping is used to identify certain genotypes that are resistant to certain antivirals, this provides verification of appropriate antiviral treatment.

We check for sexually transmitted diseases (STD) on intake, as recommended by CDC Guidelines for STD Infections in Persons in Correctional Facilities, 2021 (Persons in Correctional Facilities (cdc.gov)) Specifically there is demonstrated usefulness of expanding STD screening in correctional facilities, including the NHDOC, due to increased risk of STDs in our population.

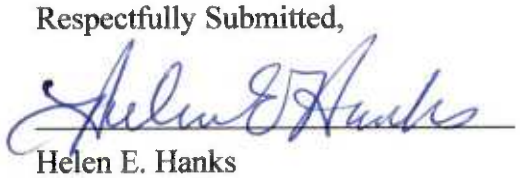
The STD screenings are a qualifying event for 340B status. FINAL_STI HIV 5 Year_2018-2022_01 26 24.xlsx (nh.gov)

These changes and forecasted national increase in lab costs are the result of the need for this amendment.

We are examining opportunities to reduce these costs both in the next RFP and in the now through review of other resources including but not limited to use of the State Public Health Lab and discussions with the current vendor on lab bundling. We have started a series of meetings internally to monitor lab utilization as we do for a pharmaceutical usage.

These essential clinical laboratory services are provided to the residents of the Northern Correctional Facility (NCF), NH State Prison for Men (NHSP-M), NH Correctional Facility for Women (NHCF-W), Transitional Housing Units (THU) and the Concord Transitional Work Center (CTWC).

Respectfully Submitted,



Helen E. Hanks
Commissioner

STATE OF NEW HAMPSHIRE
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HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

AMENDMENT AGREEMENT # 2

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("NHDOC" or "State" or "Department"), and BioReference Health, LLC. (VC #166519), ("Contractor"), a Delaware Foreign Limited Liability Company with a place of business at 481 Edward H. Ross Drive, Elmwood Park, NJ, 07407.

WHEREAS, pursuant to a Contract (Agreement #2022-88) approved by the Governor and Executive Council on June 29, 2022, Item #88 with an effective date of July 1, 2022, the Contractor agreed to perform On-Site Clinical Laboratory services based upon the terms and conditions specified in the original Agreement as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to an Amendment Agreement #1 (Agreement #2023-38) approved by the Governor and Executive Council on August 2, 2023, Item #38 with an effective date of August 2, 2023, the Contractor agreed to increase the contract amount by $494,387.87 from $438,738.76 to $933,126.63.

WHEREAS, the State and Contractor have agreed to make changes to the price limitation and completion date of the Agreement; and

WHEREAS, pursuant to the General Provisions, Paragraph 1.7 of the Agreement and Scope of Services, Exhibit B, Paragraph 2, Performance Period, the State may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation and Governor and Executive Council (G&C) approval only by an instrument in writing signed by the parties; and

WHEREAS, the parties agree to extend the Agreement for one (1) additional year and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the original Agreement and set forth herein, the parties hereto agree as follow:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2025".

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "$1,539,227.42" a total increase of $606,100.79.
3. Scope of Services, Exhibit B, Section 1, Purpose, adopt the amendment(s) to RSA 623-C:2 which came into effect July 1, 2015.
4. Scope of Services, Exhibit B, Section 2., Performance Period, to read: "Amendment #2 exercises the option to renew for one (1) additional period of up to two (2) years and shall become effective upon Governor and Executive Council for the period of July 1, 2024 through June 30, 2025 with the approval of the Commissioner of the NHDOC and upon Governor and Executive Council (G&C) approval."
5. That all other provisions of the original Agreement and Amendment #1 shall remain in full force and effect.

SIGNATURE PAGE TO AMENDMENT AGREEMENT #2 TO: On-Site Clinical Laboratory and Phlebotomy Services # 2023-38 (Agreement).

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: _____
Name: Helen E. Hanks
Title: Commissioner
Date: 5/20/2024

BioReference Health, LLC

By: _____
Name: Craig Allen
Title: President & CEO
Date: 5/14/24

STATE OF New Jersey

COUNTY OF Bergen

On this 14th day of May 2024, before me, Katherine M. Gibbons, the undersigned officer, personally appeared Craig Allen, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Katherine M. Gibbons
Notary Public/Justice of the Peace

KATHERINE M. GIBBONS
Notary Public, State of New Jersey
My Commission Expires
April 18, 2027

My Commission Expires: 4/18/2027

Approval by N.H. Attorney General (Form, Substance and Execution) — Date: June 11, 2024

Approved by the N.H. Governor and Executive Council — Date

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 BIOREFERENCE HEALTH, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 08, 2022. 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: 903598

Certificate Number: 0006677463

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April A.D. 2024.

David M. Scanlan

Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Craig Allen, hereby certify that I am a Partner, Member or Manager
(Name)

of BioReference Health, LLC a limited liability partnership under RSA 304-B,
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATED: 5/14/24 **ATTEST:** _____, President
(Signature & Title)

Client#: 111016 OPKOHEA1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jo Cordone	
CBIZ Insurance Services, Inc. 2255 Glades Road, Suite 321A Boca Raton, FL 33431 561 278-0448	PHONE (A/C, No, Ext): 561-900-9119	FAX (A/C, No):
	E-MAIL ADDRESS: jcordone@cbiz.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BioReference Health, LLC 4400 Biscayne Blvd, 10th FL Miami, FL 33137	INSURER A : Columbia Casualty	31127
	INSURER B : ACE American Insurance Company	22667
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X $500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			HMA2097417495	03/27/2024	03/27/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISAH10697700	07/27/2023	07/27/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			HMC2097421336	03/27/2024	03/27/2025	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC50678015	07/27/2023	07/27/2024	X PER STATUTE [ ] 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
A	Professional Liab (Claims Made)			HMA2097417495	03/27/2024	03/27/2025	$1,000,000 Each Claim $3,000,000 Aggregate $500,000 SIR	

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

RE: BioReference Health, LLC. 481 Edward H. Ross Drive Elmwood Park, NJ 07407
The State of New Hampshire, NH Department of Corrections is named additionally insured.
Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

RECEIVED
APR 04 2024
DOC - FISCAL

CERTIFICATE HOLDER

State of New Hampshire, NH
Department of Corrections
P.O. Box 1806
Concord, NH 03302-1806

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
CBIZ Insurance Services, Inc.

80MN

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NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

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

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

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

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

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

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

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

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

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

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

(i) for the proper management and administration of the Business Associate;
(ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
(iii) for data aggregation purposes for the health care operations of Covered Entity.

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

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

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

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

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

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

State of NH-Department of Corrections	BioReference Health, LLC
State of New Hampshire Agency Name	Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
Helen E. Hanks	Craig Allen
Authorized DOC Representative Name	Authorized Contractor Representative Name
Commissioner	President and CEO
Authorized DOC Representative Title	Authorized Contractor Representative Title
5/20/2024	5/14/24
Date	Date

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
   (1) narcotics
   (2) controlled drugs or
   (3) automatic or concealed weapons possessed by those not licensed to have them.

b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.

c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.

d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.

e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.

f) Any intoxicating beverage.

g) Sums of money or negotiable instruments in excess of $100.00.

h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.

i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
   (1) knives and knife-like weapons, clubs and club-like weapons,
   (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
   (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
   (4) pornography or pictures of visitors or prospective visitors undressed,
   (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
   (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
   (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
   (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Craig Allen
Name

Signature

5/14/24
Date

NH DEPARTMENT OF CORRECTIONS

RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
    a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
    b. Giving or selling of anything
    c. Accepting or buying anything

2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.

5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.

6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.

8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Craig Allen
Name

Signature

5/14/24
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Craig Allen
Name

Signature

5/14/24
Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

LISA M. STONE
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

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

Name (print): Craig Allen **Date:** 5/14/24
(Name of Contract Signatory)

Signature: _____
(Signature of Contract Signatory)

Attachment 8
PPD 379.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION / INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III CONTRACTORS & NH STATE EMPLOYEES[1]

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a zero- tolerance policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" policy to the following:

- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA),and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSAs 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSAs 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: Craig Allen Date: 5/14/24

Signature: C. Allen Company/Organization: BioReference Health

[1] All Departments Other than NH Department of Corrections employees

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER
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TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

MLC

38

July 19, 2023

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a sole source amendment to an existing contract by increasing the price limitation, Amendment Agreement #1, to PO # 1088219, with BioReference Health LLC (VC# 166519), 481 Edward H. Ross Drive, Elmwood Park, NJ 07407, to increase the contract amount by $494,387.87 from $438,738.76 to $933,126.63 for the provision of On-Site Clinical Laboratory Services, effective upon Governor and Executive Council approval through June 30, 2024. The original contract, Agreement, was approved by the Governor and Executive Council on June 29, 2022 #88. 100% General Funds.

This contract is available in account, *Medical-Dental:* 02-46-46-465010-82340000-101-500729 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for FY 2024 is contingent upon the availability and continued appropriation of funds.

BioReference Health, LLC

Account	Description	FY 2023	FY 2024	Total
02-46-46-465010-82340000-101-500729	Medical Providers	$361,333.43	$571,793.20	$933,126.63
Total Contract Amount				$933,126.63

EXPLANATION

This Contract is for the provision of clinical laboratory and phlebotomy services. Clinical laboratory services are a critical and necessary component of the overall NH Department of Corrections healthcare delivery system. Basic lab work is performed on all persons under departmental control upon admission to facilities and is ordered clinically indicated throughout their incarceration and/or hospital stay. Services provided include blood, urine, sputum and tissue analysis for a wide spectrum of diseases and health conditions. Increased testing services and volume of labs at intake have incurred increase to the contracts original price limitation. BioReference is the primary lab provider for the Department of Corrections and provides these essential clinical laboratory and phlebotomy services to the Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), NH Correctional Facility for Women (NHCF-W), Special Housing Unit (SHU) /Close Custody Unit (CCU), Concord, NH, and for the residents of Community Corrections – Men and Women.

Respectfully Submitted,

Paul Raymond Jr
Asst Commissioner

For Helen E. Hanks
Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF MEDICAL & FORENSIC SERVICES

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-6610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Paula Mattis
Director

AMENDMENT AGREEMENT #1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and BioReference Health, LLC ("Contractor"), a New Jersey Corporation with a place of business at 481 Edward H. Ross Drive, Elmwood Park, NJ 07407.

WHEREAS, pursuant to a Contract ("Agreement 2019-013") approved by the Governor and Executive Council on June 29, 2022 #88 with an effective date of July 1, 2022, the Contractor agreed to perform On-Site Clinical Laboratory Services based upon the terms and conditions specified in the original Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the parties agree to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the original Agreement and set forth herein, the parties hereto agree as follow:

To amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "$933,126.63" a total increase of 494,387.87;

2. That all other provisions of the original Agreement shall remain in full force and effect.

SIGNATURE PAGE TO AMENDMENT AGREEMENT #1 TO: On-Site Clinical Laboratory Services 2019-013 ("Agreement").

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: _____
Name: Helen E. Hanks
Title: Commissioner
Date: 7/20/2023

BioReference Health, LLC

By: _____
Name: Adam Logal
Title: Director/VP
Date: 7/12/2023

BRH

STATE OF Florida

COUNTY OF Dade

On this 12th day of July 2023, before me, Cheryl Alvarez undersigned officer, personally appeared Adam Logal known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Notary Public/Justice of the Peace

CHERYL A. ALVAREZ
MY COMMISSION #HH150049
EXPIRES: JAN 17, 2027
Bonded through 1st State Insurance

My Commission Expires: Jan. 17, 2027

Approval by N.H. Attorney General
(Form, Substance and Execution)

7/19/2023
Date

Approved by the N.H. Governor and Executive Council

Date

BRH

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 BIOREFERENCE HEALTH, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 08, 2022. 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: 903598

Certificate Number: 0006239192

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of May A.D. 2023.

David M. Scanlan

Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Adam Legal (Name), hereby certify that I am a ~~Partner, Member or Manager~~ Director of BioReference Health, LLC (Name of Partnership or LLC), a ~~limited liability partnership under RSA 304-B,~~ a ~~limited liability professional partnership under RSA 304-D, or a~~ limited liability company under ~~RSA 304-C~~. Delaware Law.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATED: July 18, 2023 **ATTEST:** _____
(Name & Title)

Adam Legal, Director
BioReference Health, LLC

attested by Jane Ann Woof
SVP, Legal
Chief Legal Officer

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Jane Pin Wood, hereby certify that I am a Partner, Member or Manager the Chief Legal Officer and Sr. V.P.
(Name)
of Big Reference Verite LLC a limited liability partnership under RSA 304-B,
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C. a limited liability company under Delaware law

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATED: July 19, 2023 **ATTEST:** [signature]
(Name & Title)
Jane Pin Wood, SVP Legal

Client#: 111016 OPKOHEA1

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jo Cordone	
CBIZ Insurance Services, Inc. 2255 Glades Road, Suite 321A Boca Raton, FL 33431 561 278-0448	PHONE (A/C, No, Ext): 561-900-9119	FAX (A/C, No):
	E-MAIL ADDRESS: jcordone@cbiz.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BioReference Health, LLC 4400 Biscayne Blvd, 10th FL Miami, FL 33137	INSURER A: Columbia Casualty	31127
	INSURER B: ACE American Insurance Company	22667
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HMA2097417495	03/27/2023	03/27/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X $500,000 SIR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			ISAH10689193	07/27/2022	07/27/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			HMC2097421336	03/27/2023	03/27/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLRC50668186	07/27/2022	07/27/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab (Claims Made)			HMA2097417495	03/27/2023	03/27/2024	$1,000,000 Each Claim $3,000,000 Aggregate $500,000 SIR	

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

RE: BioReference Health, LLC. 481 Edward H. Ross Drive Elmwood Park, NJ 07407

The State of New Hampshire, NH Department of Corrections is named additionally insured.

Cancellation notice by the insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

State of New Hampshire, NH
Department of Corrections
P.O. Box 1806
Concord, NH 03302-1806

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

CBIZ Insurance Services, Inc.

From: Razin, Loretta
Sent: Thursday, July 20, 2023 3:17 PM
To: Jane Pine Wood <jwood@BioReference.com>
Subject: Certificate of Insurance

Jane, the attached Certificate of Insurance has policy dates that expire 7/27/2023. I understand that your binder cannot be updated until 7/28/2023. I would like to request an updated binder be sent to my attention upon that renewal date in order to be compliant with the contract terms and conditions.

Appreciated

Loretta Razin
Administrator II - Contracts & Grants
New Hampshire Dept of Corrections
Financial Services
PO Box 1806
Concord, NH 03301
(603) 271-7602 Phone
Loretta.M.Razin@DOC.NH.Gov

Email to vendor to request updated COI needed by 7/28/23

STATE OF NEW HAMPSHIRE
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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

June 13, 2022

G & C
Pending
Approved JUNE 29, 2022
Item # #88

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a two-year contract with BioReference Health, LLC (VC# 166519), 481 Edward H. Ross Drive, Elmwood Park, NJ 07407, in the amount of $438,738.76, for the provision of On-Site Clinical Laboratory Services, with the option to renew for one (1) additional period of up to two (2) year(s), effective upon Governor and Executive Council (G&C) approval for the period beginning July 1, 2022 through June 30, 2024. 100% General Funds.

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

This contract is available in account, *Medical-Dental*: 02-46-46-465010-82340000-101-500729 as follows:

BioReference Health, LLC

Account	Description	FY 2023	FY 2024	Total
02-46-46-465010-82340000-101-500729	Medical Providers	$219,369.38	$219,369.38	$438,738.76
Total Contract Amount				$438,738.76

EXPLANATION

This Contract is for the provision of clinical laboratory and phlebotomy services. Clinical laboratory services are a critical and necessary component of the overall NH Department of Corrections healthcare delivery system. Basic lab work is performed on all persons under departmental control upon admission to facilities and is ordered clinically indicated throughout their incarceration and/or hospital stay. Services provided will include blood, urine, sputum and tissue analysis for a wide spectrum of diseases and health conditions. These essential clinical laboratory services will be provided to the Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), NH Correctional Facility for Women (NHCF-W), Concord, NH, and for the residents of Community Corrections – Men and Women. In addition, this service will incorporate phlebotomy services to the NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Special Housing Unit (SHU) /Close Custody Unit (CCU),NH Correctional Facility for Women (NHCF-W), Concord, NH, and for the residents of Community Corrections – Men and Women. Phlebotomy services for NCF will be provided by ancillary contracted services.

The RFP was posted on the NH Department of Corrections website: http://www.nh.gov.nhdoc/business/rfp.html for seven (7) consecutive weeks and notified eight (8) potential vendors of the RFP posting. As a result of the issuance of the RFP two (2) potential vendors responded by submitting a proposal and one (1) submitted a disqualified proposal due to a late submission. After the review of the proposals and in accordance with the RFP Terms and Conditions, the NH Department of Corrections selected BioReference Health, LLC, in the amount of $438,738.76, to be awarded the Contract.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee. The evaluation committee consisted of NH Department of Corrections employees: Bernadette Campbell, BS, PT, Deputy Director - Medical, Medical & Forensic Services, Kristin Jordan, MSN, RN, Assistant Director of Nursing, Medical & Forensic Services, and Kalendonia DuBrey, Administrator II, Medical & Forensic Services.

Respectfully Submitted,

Helen E. Hanks
Commissioner

STATE OF NEW HAMPSHIRE
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DIVISION OF ADMINISTRATION
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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

RFP Bid Evaluation and Summary
On-Site Clinical Laboratory Services
NHDOC 22-04-GFMED

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in the request for proposal. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Proposals will not be publicly opened. Proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any minor irregularities as that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to seek new proposals under a new solicitation process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
    a. Technical Proposal – 600 points
    b. Cost Proposal – 400 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in Section F of NHDOC 22-04-GFMED RFP.
    a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

a. Bernadette Campbell, Deputy Director - Medical, Medical & Forensic Services, NH Department of Corrections
b. Kristin Jordan, MSN, RN, Assistant Director of Nursing, Medical & Forensic Services, NH Department of Corrections
c. Kalendonia DuBrey, Administrator II, Medical & Forensic Services, NH Department of Corrections

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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

RFP Scoring Matrix
On-Site Clinical Laboratory Services
NHDOC 22-04-GFMED

Respondents:

BioReference Health, LLC

Laboratory Corporation of America (LabCorp)

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
    1. Technical Proposal – 600 points
    2. Cost Proposal – 400 points

NHDOC 22-04-GFMED RFP Scoring Matrix			
Evaluation Criteria	*RFP Weight Point Value*	BioReference Health, LLC	Laboratory Corporation of America (LabCorp)
Technical Proposal			
Executive Summary	75	75	40
Organizational Capability	300	280	225
Organizational Approach to Performance	225	220	165
Cost Proposal	400	400	376
Total	**1000**	**975**	**806**

Contract Award:

BioReference Health, LLC
481 Edward H. Ross Drive
Elmwood Park, NJ 07407

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

RFP Evaluation Committee Member Qualifications
On-Site Clinical Laboratory Services
NHDOC RFP 22-04-GFMED

Bernadette Campbell, BS, PT, Deputy Director - Medical, Medical & Forensic Services

Ms. Campbell is the Deputy Director – Medical for the Division of Medical and Forensic Services for the NH Department of Corrections. Her professional history includes eighteen years as Owner Operator of a private Physical Therapy practice, thirteen years as Director of Rehab services for NH of Corrections and six years in her current position. Experience also includes vast experience in the acute care hospital setting. Ms. Campbell's role includes oversight of allied health services, medical records, dental and operation administration. She is responsible to ensure medical contract compliance as well as public and institutional safety through ongoing monitoring and evaluation. Ms. Campbell is a graduate of University of Massachusetts with a Bachelor of Science in Physical Therapy and has over thirty years' experience with and around correctional medicine.

Kristin Jordan, MSN, RN, Assistant Director of Nursing, Medical & Forensic Services

Mrs. Jordan brings to the NH Department of Corrections a wealth of valuable experience and perspective including having previously been the Director of Home Health and Hospice Services for a local homecare agency, spending time as an outpatient oncology infusion nurse, and previous to that having lived and worked in Nashville TN as a medical surgical oncology nurse and Nurse Preceptor at the Sarah Cannon Cancer Center at HCA's Centennial Medical Center. During her years in Nashville, Kristin was also employed by Belmont University as an Adjunct Clinical Instructor for their renowned BSN and Accelerated BSN nursing programs. Kristin currently provides clinical guidance and mentorship to nursing leadership at all NH Department of Corrections facilities, assisting the Director of Nursing in the ongoing development of a very robust healthcare team engage in holistic, evidence-based nursing practice. Mrs. Jordan received her Master of Science in Nursing degree from Southern New Hampshire University, and her Bachelor of Science in Nursing (major) and Biology (minor) degree from the University of Southern Maine.

Kaledonia DuBrey, BA, Operations Administrator, Medical and Forensic Services

Ms. DuBrey is the Operations Administrator for the Division of Medical & Forensic Services of the NH Department of Corrections. In this capacity, she serves as the liaison between the division and the different contracts the division oversees as well as the Division of Administration for the NH Department of Corrections. She is also the point of contact for several vendors that provide services in the medical area for the NH Department of Corrections. In her role, she works hand in hand with the Department's Contract Administrator in the process of drafting and creating RFPs for different contracts. Ms. DuBrey has been employed with the NH Department of Corrections for over fifteen years. She has a bachelor's degree in International Relations from the University of Mobile with a minor in Business Administration and is bilingual in both English and Spanish.

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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

Bidders List
On-Site Clinical Laboratory Services
NHDOC RFP 22-04-GFMED

Bio-Reference Laboratory
Sujaya Swaroop, Director, Corrections Division
481 Edward H. Ross Drive
Elmwood Park, NJ 07407
(o) 800-229-5227 ext: 8767
(f) 201-791-3600
(e) sswaroop@bioreference.com
(w) www.bioreference.com

Catholic Medical Center
Pam Martel, ED of Finance
195 McGregor St
Manchester, NH 03102
(o) 603.668.3545
(e) pamela.martel@cmc-nh.org
(w) www.catholicmedicalcenter.org

Concord Hospital
Scott Sloane, VP of Finance
250 Pleasant Street
Concord, NH 03301
(o) 603-230-6059
(o) 603-225-2711
(e) ssloane@crhc.org
(w) www.concordhospital.org

Dartmouth-Hitchcock Medical Center
Lynn Guillette, FHFMA, CPA VP,
Payment Innovations, Contracting & ACO
One Medical Center Drive
Lebanon, NH 03756
(o) 603-695-2500
(o) 603-653-1255
(e) lynn.m.guillette@hitchcock.org
(w) www.dartmouth-hitchcock.org

Elliot Hospital
Eva Martel, Director of Managed Care
One Elliot Way
Manchester, NH 03103
(o) 603-669-5300
(o) 603-663-6181
(e) emartel@elliot-hs.org
(w) www.elliothospital.org

Laboratory Corporation of America Holdings, Inc.
Summar Mir, Business Development Executive
Correctional Health
69 1st Avenue
Raritan, NJ 08869
(o) 908-328-2075
(e) mirs@labcorp.com
(w) www.labcorp.com

Southern New Hampshire Health
Michael S. Rose President & CEO
8 Prospect Street
P.O. Box 2014
Nashua, NH 03061
(o) 603-577-2000
(e) www.snhhealth.org/contact-us
(w) www.snhhealth.org

Quest Diagnostics New England
Jaclyn M. Storus, Manager, RFP Response
4225 East Fowler Avenue
Tampa, FL 33617
(o) 813-330-7548
(f) 610-271-4382
(e) Jaclyn.m.storus@questdiagnostics.com
(w) www.questdiagnostics.com

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 Corrections		1.2 State Agency Address P.O. Box 1806 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name BioReference Health, LLC		1.4 Contractor Address 481 Edward H. Ross Drive, Elmwood Park, NJ 07407	
1.5 Contractor Phone Number 800-229-5227	1.6 Account Number 02-46-46-465010-82340000-101-500729	1.7 Completion Date June 30, 2024	1.8 Price Limitation $438,738.76
1.9 Contracting Officer for State Agency Paula L. Mattis		1.10 State Agency Telephone Number 603-271-5563	
1.11 Contractor Signature Date: 6/13/22		1.12 Name and Title of Contractor Signatory Adam Logal Director/VP	
1.13 State Agency Signature Date: 6/15/2022		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Mike Grandy		On: 6/15/22	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: 88		G&C Meeting Date: Secretary of State JUN 29 2022	

Contractor Initials: AL
Date 6/13/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials

Date 6/19/02

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 6/13/12

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials [illegible]

Date 6/6/23

Special Provisions, Exhibit A

1. **FORM NUMBER P-37 (version 12/11/2019)**
   "To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

The remainder of this page is intentionally blank.

Scope of Services, Exhibit B

1. **Purpose**

   To seek experienced Contractor(s) to provide On-Site Clinical Laboratory Services for the patient population of the Northern NH Correctional Facility (NCF) and the Southern NH Correctional Facilities and On-Site Phlebotomy Services for the Southern NH Correctional Facilities of the NH Department of Corrections (NHDOC) correctional system.

2. **Performance Period**

   Contract(s) awarded is anticipated to be effective upon Governor and Executive Council approval for the period beginning July 1, 2022 through June 30, 2024. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation, and G&C approval.

3. **Service Locations**

   3.1. On-Site Clinical Laboratory Service Locations: Service locations are marked with an "X" below:

Northern Region – Northern NH Correctional Facility			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301
X	Community Corrections – Men (Calumet House)[1]	126 Lowell Street	Manchester, NH 03104
X	Community Corrections – Men (Concord Transitional Work Center) (CTWC)	275 North State Street	Concord, NH 03301
X	Community Corrections – Men (North End House)	1 Perimeter Road	Manchester, NH 03104
X	Community Corrections – Women (C-2)	42 Perimeter Road	Concord, NH 03301
X	Community Corrections – Women (Shea Farm)	60 Iron Works Road	Concord, NH 03301

   3.2. On-Site Phlebotomy Service Locations: Service locations are marked with an "X" below:

Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	Special Housing Unit (SHU)/Close Custody Unit (CCU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301
X	Community Corrections – Men (Calumet House)[2]	126 Lowell Street	Manchester, NH 03104
X	Community Corrections – Men (Concord Transitional Work Center) (CTWC)	275 North State Street	Concord, NH 03301
X	Community Corrections – Men (North End House)	1 Perimeter Road	Manchester, NH 03104
X	Community Corrections – Women (C-2)	42 Perimeter Road	Concord, NH 03301
X	Community Corrections – Women (Shea Farm)	60 Iron Works Road	Concord, NH 03301

[1] It is the Resident's responsibility to go to the Contractor's location anywhere in the State for clinical lab services if ordered by a NHDOC provider.
[2] It is the Resident's responsibility to go to the Contractor's location anywhere in the State for clinical lab services if ordered by a NHDOC provider.

3.3. Phlebotomy Services for the Northern Region will be provided by ancillary contracted services.
3.4. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term. On-Site Clinical Laboratory and Phlebotomy Services shall be provided by the Contractor to patients of alternative locations in the event that the State relocates its facilities.
3.5. Partial Proposals for the requested On-Site Clinical Laboratory and Phlebotomy Services shall not be accepted.

4. Clinical Laboratory and Phlebotomy Services
4.1. Lab tests as identified, Estimated Budget/Method of Payment, Exhibit C.
4.2. Lab tests that the Contractor may/can provide that are not listed in the Exhibit C, Clinical Laboratory Fee Schedule.
4.3. Provide any other lab tests required on an as needed basis including court ordered tests and those required by NH State law.
4.4. Retrieval of samples/specimens from the NH Department of Corrections.
4.5. Phlebotomy services to include but not limited to:
- Venipuncture services;
- Specimen collection time and training;
- Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites.
- Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy contracted staff.

4.6. Provide laboratory data via a bidirectional interoperability interface with the NH Department of Corrections Electronic Health Record (EHR) system.
4.7. Contractor shall assume all sofiware development costs for the bi-directional interoperability interface of the Department's EHR system.
4.8. Contractors shall adhere to RSA 623-C:2, as amended effective July 1, 2015, pursuant to RSA 151, where the NH Department of Corrections shall pay no more than one hundred ten percent (110%) of the Medicare allowable rate. Contractors shall utilize the July, 2021 Centers of Medicare & Medicaid Services (CMS) Laboratory Fee Schedule detailed in Estimated Budget/Method of Payment, Exhibit C. Contractors are requested to provide the best pricing for each requested laboratory test not to exceed the allowable rate articulated in RSA 623.1-C:2.
4.9. Phlebotomy services will be provided in all units identified in the On-Site Phlebotomy Service Locations to include medically isolated and quarantined tiers. The NH Department of Corrections will provide the Contractor with appropriate personal protective equipment (PPE) when services are being provided in medically isolated and quarantined tiers.

5. Retrieval Sites of Samples/Specimens
5.1. Retrieval of samples/specimens from the NH Department of Corrections retrieval sites shall be performed on a daily basis as part of the service provided by the Contractor.
5.2. Retrieval times shall be determined between the Contractor and each NH Department of Correction's facility.

6. Written Laboratory Reports
6.1. Written lab reports shall be furnished within twenty-four (24) hours of test completion via an interface with the NH Department of Corrections EHR system.

6.2. The Contractor selected shall demonstrate the capability to provide data via a bidirectional lab interface with the Department's EHR Contractor.
6.3. Final lab test reports shall include results of all tests ordered on a single requisition.
6.4. In the event that the EHR is inoperable, the Contractor shall expedite the delivery of the final written lab reports by fax or courier Sunday through Saturday for the life of the Contract and any renewals thereof.

7. Format of Laboratory Test Results

7.1. Preferred format of the lab test results shall be a horizontal, left to right format.
7.2. The lab report shall provide the patients full name, patients number, date of birth, sex, collection date, report date, ordering provider and test results at a minimum.
7.3. The Contractor shall be required to ensure the final report is compatible with the NH Department of Corrections EHR system.

8. Abnormal and Reportable Laboratory Results

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

9. Phlebotomy Service Schedule

9.1. Phlebotomy services shall be provided by the Contractor five (5) times per week for up to twenty-two (22) hours for the NH State Prison for Men (NHSP-M) to include: once (1) a week for the Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Special Housing Unit (SHU), Close Custody Unit (CCU), and Community Corrections for Men. As well as one (1) time per week (up to five and a half (5.5) hours) at the NH Correctional Facility for Women (NHCF-W) and Community Corrections for Women. Combined total of phlebotomy hours shall be a total of 27.5 hours.

Monday	NHSP-M: SHU, CCU	Up to 3 hours
	SPU/RTU	Up to 2.5 hours
Tuesday	Community Corrections (Men)	Up to 2 hours
	NHSP-M	Up to 3.5 hours
Wednesday	NHSP-M	Up to 5.5 hours
Thursday	NHCF-W	Up to 4.5 hours
	Community Corrections (Women)	Up to 1 hour
Friday	NHSP-M: SHU	Up to 5.5 hours
	Total	Up to 27.5 hours

9.2. The on-site schedule of the phlebotomist shall be determined by the NH Department of Corrections. If the NH Department of Corrections nursing staff perform venipuncture, there will be no special preparations of the specimen, i.e., no slide preparations or other lab preps such as transfer of specimens from one tube to another.

9.3. Phlebotomist shall be on-site for a maximum of five and half (5.5) hours per session per facility/site as mutually agreed upon between the Contractor and the NH Department of Corrections. Should additional hours be required due to cancellation of a scheduled session, the makeup schedule shall be mutually agreed upon between the Contractor and the NH Department of Corrections.

9.4. Phlebotomy services will be provided in all units identified in the On-Site Phlebotomy Service Locations to include medically isolated and quarantined tiers. The NH Department of Corrections will provide the Contractor with appropriate personal protective equipment (PPE) when services are being provided in medically isolated and quarantined tiers.

10. Utilization Management Reports

The Contractor shall provide monthly utilization management reports to the NH Department of Corrections. The reports shall be sorted by variables such as ordering provider, patient name, patient's number, facility, date of lab test, lab test name, test's Current Procedural Terminology (CPT) code and lab test cost.

11. Supplies

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

12. Venipuncture Training

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

13. General Service Provisions

13.1. Notification of Required Services: The NH Department of Correction's on-site Nurse Coordinator or designee shall contact the Contractor when non-scheduled services for specimen pick up is needed. A list of NH Department of Corrections Nursing Coordinators will be provided to the Contractor.

13.2. Tools and Equipment: The Contractor must furnish the required tools and equipment necessary to provide the requested services of a contract. When providing phlebotomy services in quarantined and medically isolated tiers the NH Department of Corrections will equip the Vendor with the appropriate PPE. Any Contractor containers, tools and or equipment shall be inventoried before entering and leaving the facility and are subject to search by the NH Department of Corrections security staff an any and all times while on the Department's facility grounds.

13.3. Rules and Regulations: The Contractor agrees to comply with all Policies, Procedure and Directives (PPD's) of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.

13.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to the NH Department of Corrections may be added to the contract.

13.5. Contractor Employee Information: The NH Department of Corrections will notify the Contractor(s) the procedures to obtain background checks for all Contractor employees providing services for the NH Department of Corrections.

13.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractor(s) employees to determine eligibility status.

13.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractor(s) employee who does not comply with the criteria identified in 13.5.3., below.

13.5.3. In addition, the Contractor and/or sub-contractor(s) shall not hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire;
- Individuals with a history of drug diversion;
- Individuals who were a former State of NH employee and/or former contract employee that was dismissed for cause or resigned or retired pending investigation;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- Relatives or associates of people currently incarcerated or under Departmental supervision (probation or parole) may not permitted to provide services without prior approval of the NH Department of Corrections.

13.5.4. Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical & Forensic Services and/or designee of the NH Department of Corrections.

13.6. Licenses, Credentials and Certificates: The Contractor shall ensure NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.

13.7. Admittance: The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under a contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

13.8. Contractor Sign-In Sheet: Contractors' staff shall be expected to sign-in and out of the corresponding facility receiving services. At a minimum, Contractor staff shall provide their company name, personal first and last name, time-in and time-out, date of service and type, date of services, corresponding facility and may be required to provide vehicle make, model and license plate number.

14. Administrative Rules, Policies, Regulations and Policy and Procedure Directives

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities.* Additional information can be located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

15. **Prison Rape Elimination Act (PREA) of 2003**
Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards; which may require an outside independent audit. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

16. **Protected Health Information (PHI)**
Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential: The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

17. **Health Insurance Portability and Accountability Act (HIPAA)**
Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and sub-contractor(s) and agents of the Contractor that receive, use, or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

18. **Change of Ownership**
In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

19. **Contractor Designated Liaison**
Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
19.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
19.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
19.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, P.O. Box 1806, Concord, NH 03302.

20. **Contractor's Liaison Responsibilities**
Contractor's designated liaison shall be responsible for:
20.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.
20.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
20.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
20.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

21. **NH Department of Corrections Contract Liaison Responsibilities**
NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:
21.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.

21.2. Monitoring compliance with the terms of the Contract.

21.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract.

21.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.

21.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

22. Reporting Requirements

22.1. Contractor shall provide any and all reports on a monthly basis according to a schedule and format to be determined by the including but not limited to:

22.1.1. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of the NH Department of Corrections.

22.1.2. Reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, P.O. Box 1806, Concord, NH 03302

23. Performance Evaluation

NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

23.1. The NH Department of Corrections, Contracting Officer for State Agency or designee, at a minimum of four times a year will assess the performance of the product relative to the Contractor's compliance with the Contract as set forth in the approved Contract. Examples of performance include but not limited to:

23.1.1. Request additional report the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and

23.1.2. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.

24. Performance Measures

NH Department of Corrections shall, at its sole discretion:

24.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.

24.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:

24.2.1. Does not comply with the terms of the Contract.

24.2.2. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

25. Bankruptcy or Insolvency Proceeding Notifications

25.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.

25.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part or re-affirm the Contract in whole or in part.

26. Embodiment of the Contract

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 26.1.1. shall govern. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Proposer's Proposal and/or the result of a Contract.

26.1. Order of Precedence:

26.1.1. NH Department of Corrections Contract Agreement NHDOC 22-04-GFMED.

26.1.2. NH Department of Corrections RFP NHDOC 22-04-GFMED.

26.1.3. Proposer's Response to RFP NHDOC 22-04-GFMED.

27. Cancellation of Contract

NH Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

27.1. The NH Department of Corrections reserves that right to terminate the without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.

27.2. The NH Department of Corrections reserves the right to cancel this Contractor for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

28. Contractor Transition

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

29. Audit Requirement

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

30. Notification to the Contractor

NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

31. Information

31.1. In performing its obligations under the Contract, the Contractor may gain access to information of the residents/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

31.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.

31.3. In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.

31.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

31.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract, and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

32. Contractor Personnel

32.1. Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.

32.2. The Department shall be advised of and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

33. Other Contractual Documents Required by the NH Department of Corrections

Form Number P-37 (version 12/11/19); Certificate of Good Standing (COGS); Certificates of Authority/Vote; Certificate of Insurance; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form; Health Insurance Portability and Accountability Act (HIPAA) - Business Associate Agreement; and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the COGS, are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

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Estimated Budget/Method of Payment, Exhibit C

1. Estimated Budget (Cost Proposal) – Clinical Laboratory Fee Schedule

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
1	86900, 86901	ABO Blood Group and Type (Rockleigh)	$6.58	$7.31	20	$7.31	$146.20
2	86900, 86906	ABO Grouping w/RH-HR Genotype	$11.81	$99.99	8	$99.99	$799.92
3	85004, 85048	Differential and Total WBC Count	$2.79	$4.48	4	$4.48	$ 17.92
4	82024	ACTH, Plasma	$42.48	$38.01	40	$38.01	$1,520.40
5	87252, 87253	Acyclovir, Serum or Plasma	$50.90	$139.44	4	$139.44	$ 557.76
6	82040	Albumin	$5.45	$6.05	4	$6.05	$ 24.20
7	82088	Aldosterone	$44.83	$34.35	4	$34.35	$ 137.40
8	84075	Alkaline Phosphatase	$5.70	$4.63	4	$4.63	$ 18.52
9	86003	Allergen, Bing Cherry	$5.74	$5.09	10	$5.09	$ 50.90
10	86003	Allergen, Mango	$5.74	$5.09	10	$5.09	$ 50.90
11	86003 (x5)	Allergen, Citrus: Grapefruit, Lemon, Lime, Orange, Tangerine	$28.71	$25.45	40	$25.45	$1,018.00
12	86003 (x3)	Allergen, Berry: Blueberry, Raspberry, Strawberry	$17.23	$15.27	40	$15.27	$ 610.80
13	86003 (x7)	Allergen, Fish: Codfish, Halibut, Mackerel, Perch, Salmon, Trout, Tuna	$40.19	$43.67	100	$43.67	$4,367.00
14	86003 (x5)	Allergen, Fruit: Apple, Banana, Grape, Peach, Pear	$6.58	$18.9	40	$18.9	$ 756.00
15	86003 (x6)	Allergen, Grain: Barley, Whole Grain, Corn, Oat, Rice, Rye, Wheat	$11.81	$22.68	40	$22.68	$ 907.20
16	86003 (x3)	Allergen, Meat: Beef, Chicken, Pork	$17.23	$10.80	40	$10.80	$ 432.00
17	86003 (x7)	Allergen, Nut: Almond, Brazil, Cashew, Hazelnut/Filbert, Peanut, Pecan, Walnut	$40.19	$62.41	120	$62.41	$7,489.20
	Subtotal [Sum of Total Cost Column Exhibit B, Page 47 (Item # 1 – 17)]:						$18,904.32

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
18	86003 (x6)	Allergen, Shellfish: Clam, Crab, Lobster, Oyster, Scallop, Shrimp	$34.45	$21.60	120	$21.60	$2,592.00
19	86003 (x10)	Allergen, Vegetable: Bean, Kidney Bean, Carrot, Green Bean, Green Pea, Onions, White Potato, Soybean, Summer Squash, Tomato	$57.40	$66.21	40	$66.21	$2,648.40
20	86003 (x7)	Allergen, Vegetable: Broccoli, Cabbage, Cauliflower, Celery, Cucumber, Lettuce, Spinach	$40.19	$26.46	40	$26.46	$1,058.40
21	86003	Allergen, Banana	$5.74	$3.78	16	$3.78	$ 60.48
22	86003	Allergen, Pineapple	$5.74	$5.09	8	$5.09	$ 40.72
23	86003	Allergen, Black Pepper	$5.74	$5.09	8	$5.09	$ 40.72
24	86003	Allergen, Chili Pepper	$5.74	$5.09	4	$5.09	$ 20.36
25	86003	Allergen, Green Bell Pepper	$5.74	$5.09	4	$5.09	$ 20.36
27	86003	Allergen, Codfish	$5.74	$5.09	4	$5.09	$ 20.36
28	86003	Allergen, Peanut	$5.74	$4.50	10	$4.50	$ 45.00
29	86003	Allergen, Shrimp	$5.74	$5.09	4	$5.09	$ 20.36
30	86003	Allergen, Tuna	$5.74	$5.09	4	$5.09	$ 20.36
31	86003	Allergen, Salmon	$5.74	$5.09	4	$5.09	$ 20.36
32	86003	Allergen, Haddock	$5.74	$5.67	4	$5.67	$ 22.68
33	86003	Allergen, Pine Nut	$5.74	$5.09	4	$5.09	$ 20.36
34	86003	Allergen, Cashew	$5.74	$5.09	4	$5.09	$ 20.36
35	86003	Allergen, Almond	$5.74	$5.09	4	$5.09	$ 20.36
36	86003	Allergen, Pecan	$5.74	$5.09	4	$5.09	$ 20.36
37	86003	Allergen, Hazelnut/Filbert	$5.74	$3.78	4	$3.78	$ 15.12
38	86003	Allergen, Brazil Nut	$5.74	$5.09	4	$5.09	$ 20.36
39	86003	Allergen, Coconut	$5.74	$5.09	10	$5.09	$ 50.90
40	86003	Allergen, Onions	$5.74	$5.09	16	$5.09	$ 81.44
41	86003	Allergen, Lobster	$5.74	$5.09	4	$5.09	$ 20.36
42	86003	Allergen, Mushroom	$5.74	$5.09	16	$5.09	$ 81.44
	Subtotal [Sum of Total Cost Column Exhibit B, Page 48 (Item # 18 – 42)]:						$6,981.62

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
43	86003	Allergen, Crab	$5.74	$5.09	4	$5.09	$ 20.36
44	86003	Allergen, Clam	$5.74	$5.94	4	$5.94	$ 23.76
45	86003	Allergen, Egg (whole)	$5.74	$5.09	24	$5.09	$ 122.16
46	86003	Allergen, Walnut	$5.74	$5.09	4	$5.09	$ 20.36
47	86003	Allergen, Whitefish	$5.74	$5.09	28	$5.09	$ 142.52
48	86003	Allergen, Tomato	$5.74	$5.09	4	$5.09	$ 20.36
49	86003	Allergen, Sunflower Seed	$5.74	$5.09	4	$5.09	$ 20.36
50	86003	Allergen, Corn	$5.74	$5.09	4	$5.09	$ 20.36
51	86003	Allergen, Gluten	$5.74	$5.94	16	$5.94	$ 95.04
52	86003	Allergen, Beef	$5.74	$5.09	4	$5.09	$ 20.36
53	86003	Allergen, Pork	$5.74	$5.09	4	$5.09	$ 20.36
54	86003	Allergen, Chicken	$5.74	$5.09	4	$5.09	$ 20.36
55	86003	Allergen, Catfish	$5.74	$5.94	4	$5.94	$ 23.76
56	86003	Allergen, Red Kidney	$5.74	$5.09	16	$5.09	$ 81.44
57	86003	Allergen, Lentil	$5.74	$5.09	16	$5.09	$ 81.44
58	86003	Allergen, Split Pea	$5.74	$5.09	16	$5.09	$ 81.44
59	86003	Allergen, Pinto Bean	$5.74	$8.02	16	$8.02	$ 128.32
60	86003	Allergen, White Bean	$5.74	$4.50	16	$4.50	$ 72.00
61	86003	Allergen, Barley	$5.74	$5.09	16	$5.09	$ 81.44
62	86003	Allergen, Soybean	$5.74	$5.09	16	$5.09	$ 81.44
63	86003	Allergen, Pomegranate	$5.74	$8.02	4	$8.02	$ 32.08
64	80145, 82397	Adalimumab+AB (Serial Monitor)	$57.96	$555.56	2	$555.56	$1,111.12
65	82105	Alpha Fetoprotein, Tumor Marker	$18.45	$9.00	236	$9.00	$2,124.00
66	82103	Alpha-1-Antitrypsin	$14.78	$10.92	20	$10.92	$ 218.40
67	80299	Amitriptyline	$20.50	$31.67	40	$31.67	$1,266.80
68	82140	Ammonia, Blood	$16.03	$13.86	12	$13.86	$ 166.32
69	82150	Amylase	$7.13	$5.40	96	$5.40	$ 518.40
70	86038	ANA by IFA, IgG	$13.30	$6.23	56	$6.23	$ 348.88
71	82164	Angiotensin-Converting Enzyme	$16.06	$17.22	4	$17.22	$ 68.88
72	86905	Antibody ID, RBC (Prenatal Only)	$4.212	$772.78	4	$772.78	3,091.12
73	86225	Anti-dsDNA Antibodies	$15.11	$13.81	4	$13.81	$ 55.24
	Subtotal [Sum of Total Cost Column Exhibit B, Page 49 (Item # 43 – 73)]:						$10,178.88

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
74	86235 (x2)	Antiextractable Nuclear Antigens	$39.45	$32.04	4	$32.04	$ 128.16
75	83516	Anti-glomerular BM Antibodies	$12.68	$29.06	4	$29.06	$ 116.24
76	86235	Antiscleroderma-70 Antibodies	$19.72	$12.66	4	$12.66	$ 50.64
77	85300, 85301	Antithrombin (AT) Deficiency Profile	$36.04	$27.7	4	$27.7	$ 110.80
78	87081	Beta Strep Group A	$7.29	$6.53	4	$6.53	$ 26.12
79	84703	Beta-Hcg, B-Subunit, Qualitative	$8.27	$7.52	400	$7.52	$3,008.00
80	84702	Beta-Hcg, B-Subunit, Qualitative (Serial Monitor)	$16.56	$5.74	8	$5.74	$ 45.92
81	86140	C Reactive Protein;	$5.70	$5.87	100	$5.87	$ 587.00
82	86301	CA 19-9	$22.89	$19.48	4	$19.48	$ 77.92
83	86304	CA-125	$22.89	$20.15	4	$20.15	$ 80.60
84	82310	Calcium	$5.68	$4.62	4	$4.62	$ 18.48
85	82340	Calcium, 24 Urine	$6.63	$6.38	10	$6.38	$ 63.80
86	82360	Calculi (Stone) Analysis	$14.16	$15.73	10	$15.73	$ 157.30
87	83993	Calprotectin, Fecal	$21.59	$135.00	10	$135.00	$1,350.00
88	80156	Carbamazepine	$16.03	$14.30	20	$14.30	$ 286.00
89	80156, 80161	Carbamazepine Epoxide & Total	$36.53	$106.43	28	$106.43	$2,980.04
90	80157, 80156	Carbamazepine, Free & Total	$30.61	$14.30	10	$14.30	$ 143.00
91	82378	Carcinoembryonic Antigen (CEA)	$20.86	$16.99	16	$16.99	$ 271.84
92	82380	Carotene	$10.14	$11.28	4	$11.28	$ 45.12
93	82384	Catecholamines, Fractionated	$27.78	$24.33	4	$24.33	$ 97.32
94	82384, 84585	Catecholamines, Fractionated Urine, Free, 24 Hr.	$33.48	$24.33	4	$24.33	$ 97.32
95	86361	CD4 Absolute and Percent	$29.46	$22.50	100	$22.50	$2,250.00
	Subtotal [Sum of Total Cost Column Exhibit B, Page 50 (Item # 74 – 95)]:						$11,991.62

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
96	86360	CD4; CD8 Profile	$51.68	$22.50	20	$22.50	$ 450.00
97	82784, 83516 (x4)	Celiac Disease Antibody Profile	$60.96	$102.13	8	$102.13	$ 817.04
98	82784, 83516, 86255	Celiac Disease Profile	$39.46	$40.19	8	$40.19	$ 321.52
99	87491, 87591	Chlamydia/Gonococcus, NAA	$77.20	$42.30	350	$42.30	$14,805.00
100	87491	Chlamydia Trachomatis, NAA	$38.60	$21.15	40	$21.15	$ 846.00
101	87110, 87140	Chlamydia Trachomatis Culture	$27.69	$30.76	10	$30.76	$ 307.60
102	87491, 87591, 87661	Chlamydia Trach/Neisseria Gon/Trichomonas Vaginalis, NAA	$115.80	$91.80	150	$91.80	$13,770.00
103	82465	Cholesterol, Total	$4.79	$4.05	10	$4.05	$ 40.50
104	80299	Chlorpromazine, Serum	$20.50	$58.33	4	$58.33	$ 233.32
105	87324	Clostridium Difficile Toxins A&B	$13.18	$9.00	24	$9.00	$ 216.00
106	80159	Clozapine	$22.17	$42.78	10	$42.78	$ 427.80
107	86644	CMV, IgG Quantitative	$15.83	$30.60	10	$30.60	$ 306.00
108	86160	Complement, C3, Serum	$13.20	$10.49	4	$10.49	$ 41.96
109	86160	Complement, C4, Serum	$13.20	$9.36	4	$9.36	$ 37.44
110	86880	Coombs, Direct	$5.93	$6.59	20	$6.59	$ 131.80
111	82525	Copper, Serum	$13.65	$16.20	4	$16.20	$ 64.80
112	82533	Cortisol AM	$17.93	$14.01	80	$14.01	$1,120.80
113	86141	C-Reactive Protein, High Sensitivity	$14.25	$6.33	80	$6.33	$ 506.40
114	82550	Creatine Kinase (CK), Total	$7.16	$5.45	80	$5.45	$ 436.00
115	82565	Creatinine	$5.63	$4.60	12	$4.60	$ 55.20
116	82575	Creatinine,Clearance, Urine	$10.41	$9.00	50	$9.00	$ 450.00
117	82570	Creatinine, 24 Hr. Urine	$5.70	$5.19	12	$5.19	$ 62.28
118	86140	CRP, Quantitative	$5.70	$5.87	10	$5.87	$ 58.70
119	82595	Cryoglobulin, Qualitative with Quantitative Reflex	$7.12	$133.03	10	$133.03	$1,330.30
	Subtotal (Sum of Total Cost Column Exhibit B, Page 51 (Item # 96 – 119)):						$36,836.46

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
120	87040	Culture, Blood	$11.35	$12.61	50	$12.61	$ 630.50
121	87075	Culture, Bacterial Except Blood	$10.42	$40.58	20	$40.58	$ 811.60
122	87101	Culture, Fungus	$8.48	$9.41	4	$9.41	$ 37.64
123	87101	Culture, Fungus, Yeast Only	$8.48	$9.41	4	$9.41	$ 37.64
124	87070	Culture, Genital	$9.48	$10.53	80	$10.53	$ 842.40
125	87255	Culture, Herpes Simplex Virus (HSV)	$37.25	$33.08	4	$33.08	$ 132.32
126	87070	Culture, Sputum, Lower Respiratory	$9.48	$10.53	4	$10.53	$ 42.12
127	87045, 87046, 87427	Culture, Stool (Formed & Liquid)	$33.95	$19.80	10	$19.80	$ 198.00
128	87070	Culture, Throat (Upper Respiratory Culture)	$9.48	$9.09	20	$9.09	$ 181.80
129	87086	Culture, Urine	$8.88	$8.53	80	$8.53	$ 682.40
130	87070	Culture, Wound, Aerobic, General	$9.48	$10.44	140	$10.44	$1,461.60
132	86200	Cyclic Citrullinated Peptide Antibody, IgG	$14.25	$35.10	8	$35.10	$ 280.80
133	86200	Cytopathy, Cerv/Vag Requiring Phys	$16.67	$14.51	10	$14.51	$ 145.10
134	80299	Desipramine, Serum	$20.50	$51.67	10	$51.67	$ 516.70
135	80162	Digoxin	$14.61	$11.25	8	$11.25	$ 90.00
136	80185	Dilantin, Total (Phenytoin)	$14.58	$6.13	76	$6.13	$ 465.88
137	82248	Direct Bilirubin	$5.52	$11.93	4	$11.93	$ 47.72
138	80299	Doxepin (Sinequan, Adapin®)	$20.50	$42.78	4	$42.78	$ 171.12
139	85379	D-Dimer	$11.20	$12.44	10	$12.44	$ 124.40
140	80051	Electrolyte Panel	$7.71	$5.40	4	$5.40	$ 21.60
141	86663, 86664, 86665	Epstein Barr Virus Panel	$51.21	$22.18	4	$22.18	$ 88.72
142	86665	Epstein Barr Virus, IgM	$19.95	$14.18	4	$14.18	$ 56.72
143	82668	Erythropoietin (ARUP)	$20.67	$22.47	4	$22.47	$ 89.88
144	82670	Estradiol	$30.73	$26.75	100	$26.75	$2,675.00
	Subtotal [Sum of Total Cost Column Exhibit B, Page 52 (Item # 120 – 144)]:						$9,831.66

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
145	85210	Factor II, Activity (Prothrombin)	$14.28	$36.25	4	$36.25	$ 145.00
146	81241	Factor V Leiden (F5) R506Q, Mutation	$80.71	$36.25	4	$36.25	$ 145.00
147	80101 (x14)	Drug Screen-14, Urine-Pain Management: Amphetamine; Barbiturate; Benzodiazepines; Buprenorphine Cannabinoid; Cocaine; Fentanyl; Meperidine; Methadone; Opiates; Oxycodone/Oxymorphone; Phencyclidine; Propoxyphene; Tramadol	$68.35	$0.00	10	$	$ 0.00
148	81241	Factor V Leiden	$80.71	$36.25	4	$36.25	$ 145.00
149	85220	Factor A Activity	$19.42	$14.77	4	$14.77	$ 59.08
150	86038	FANA (ARUP)	$13.30	$6.23	4	$6.23	$ 24.92
151	82705	Fecal Fat, Qualitative	$5.61	$15.98	4	$15.98	$ 63.92
152	82728	Ferritin	$14.99	$8.10	1,752	$8.10	$14,191.20
153	82746	Folate, Serum	$16.17	$5.68	50	$5.68	$ 284.00
154	83001	Follicle Stimulating Hormone (FSH)	$20.44	$22.71	8	$22.71	$ 181.68
155	86780	FTA/ABS, Serum	$14.56	$8.80	10	$8.80	$ 88.00
156	82977	Glutamyl Transferase (GGT)	$7.92	$6.30	10	$6.30	$ 63.00
157	80170	Gentamicin Trough, Serum	$18.02	$16.76	4	$16.76	$ 67.04
158	80170	Gentamicin Peak, Serum (Level)	$18.02	$14.09	4	$14.09	$ 56.36
159	87329	Giardia Lamblia, Direct Detect EIA	$13.18	$90.26	10	$90.26	$ 902.60
160	87328, 87329	Giardia/ Cryptosporidium, EIA	$28.38	$14.20	10	$14.20	$ 142.00
161	87177, 87209, 87329	Giardia EIA, OVA & Parasite	$42.75	$25.43	10	$25.43	$ 254.30
162	82951	Glucose Tolerance Test, Gestational	$14.16	$15.73	4	$15.73	$ 62.92
	Subtotal (Sum of Total Cost Column Exhibit B, Page 53 (Item # 145 – 162)]:						$16,876.02

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
163	82947	Glucose, Serum	$4.32	$4.37	8	$4.37	$ 34.96
164	82950	Glucose Tolerance Test, 2-Hr.	$5.23	$7.23	4	$7.23	$ 28.92
166	82947, 82950	Glucose Tolerance Test, 2-Hr. (Oral WHO Protocol)	$9.55	$5.85	8	$5.85	$ 46.80
167	87070, 87075, 87205	Gram Stain-Anaerobic/Aerobic	$34.08	$17.80	8	$17.80	$ 142.40
168	80173	Haloperidol	$17.36	$52.78	8	$52.78	$ 422.24
169	83010	Haptoglobin	$13.84	$11.18	8	$11.18	$ 89.44
171	86677	Helicobacter Pylori Antibody, IgG	$18.54	$21.60	104	$21.60	$2,246.40
172	81256	Hemochromatosis Hereditary DNA Analysis	$71.90	$129.60	16	$129.60	$2,073.60
173	83020	Hemoglobin Electrophoresis	$14.16	$11.35	20	$11.35	$ 227.00
174	83036	Hemoglobin A1C	$10.68	$4.95	3,212	$4.95	$15,899.40
175	85014	Hematocrit	$2.61	$3.92	20	$3.92	$ 78.40
176	85025	Hemogram, Complete Blood Count (CBC) w/Diff	$8.55	$4.48	1590	$4.48	$7,123.20
177	85027	Hemogram, Complete (CBC) w/o Diff	$8.55	$4.48	10	$4.48	$ 44.80
178	80076	Hepatic Function Panel	$8.99	$6.30	72	$6.30	$ 453.60
179	87517	Hepatitis B DNA, Quantitative PCR/Viral Load	$47.12	$211.50	20	$211.50	$4,230.00
180	87517	Hepatitis BS Antibody Hepatitis B DNA, Quantitative PCR/Viral Load	$47.12	$157.50	5	$157.50	$ 787.50
181	86803	Hepatitis C Antibody	$15.70	$9.00	20	$9.00	$ 180.00
182	87522	Hepatitis C Virus RNA by PCR (Quantitative)	$47.12	$157.50	300	$157.50	$47,250.00
183	87522	Hepatitis C Virus, RT-PCR, Quant (Graph)	$47.12	$157.50	4	$157.50	$ 630.00
184	87902	Hepatitis C (HCV), Genotype, Non-Reflex	$283.20	$220.50	40	$220.50	$8,820.00
185	80074	Hepatitis Panel, Acute	$52.39	$57.48	4	$57.48	$ 229.92
186	87536	HIV-1 RNA PCR (Non-Graph)	$93.61	$135.00	72	$135.00	$9,720.00
	Subtotal [Sum of Total Cost Column Exhibit B, Page 54 (Item # 163 – 186)]:						$100,758.58

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
187	*	HIV GenoSure® MG Genotype	**$	$881.94	20	$881.94	$17,638.80
188	81374	HLA-B27	$81.76	$44.55	4	$44.55	$ 178.20
189	81377, 81383	Celiac Disease HLA DQ Association	$224.26	$157.50	4	$157.50	$ 630.00
190	83090	Homocysteine, Plasma	$19.71	$18.41	4	$18.41	$ 73.64
191	84702	Human Chorionic Gonadotropin (HCG Quant)	$16.56	$15.89	4	$15.89	$ 63.56
192	82784 (x3), 84155, 84165, 86334,	IFE and PE, Serum	$71.12	$21.45	4	$21.45	$ 85.80
193	80299	Imipramine (Tofranil®), Serum	$20.50	$51.67	4	$51.67	$ 206.68
194	82784	Immunoglobulin A, Quant	$10.23	$5.66	20	$5.66	$ 113.20
195	82784	Immunoglobulin G, Quant.	$10.23	$5.66	20	$5.66	$ 113.20
196	82784 (x3), 82785	Immunoglobulins A/E/G/M, Serum	$48.80	$11.37	4	$11.37	$ 45.48
197	82784	Immunoglobulin M, Quant	$10.23	$5.66	4	$5.66	$ 22.64
198	82784 (x3)	Immunoglobulins (A,G, M)	$30.69	$16.97	4	$16.97	$ 67.88
199	86340	Intrinsic Factor Blocking AB	$16.59	$11.34	20	$11.34	$ 226.80
200	83540, 83550	Iron-Total, TIBC & Saturation	$16.73	$11.59	472	$11.59	$5,470.48
201	80177	Keppra (Levetiracetam) Serum or Plasma	$14.58	$33.08	10	$33.08	$ 330.80
202	80352	K2 Spice, Blood	**$	$119.59	40	$119.59	$4,783.60
203	80307	K2 Spice, Urine	$68.35	$34.20	40	$34.20	$1,368.00
204	83615	Lactic Dehydrogenase (LDH)	$6.64	$6.30	16	$6.30	$ 100.80
205	80175	Lamotrigine (Lamictal®), Serum	$14.58	$27.22	4	$27.22	$ 108.88
206	83655	Lead, Blood (Adult)	$13.32	$7.83	4	$7.83	$ 31.32
207	83655, 84202	Lead, Standard Profile, Whole Blood	$29.11	$17.77	10	$17.77	$ 177.70
	Subtotal (Sum of Total Cost Column Exhibit B, Page 55 (Item # 187 – 207)):						$31,837.46

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
208	82570, 83655	Lead, Urine	$19.02	$14.92	10	$14.92	$ 149.20
209	87278	Legionella pneumophila DFA	$17.16	$46.88	20	$46.88	$ 937.60
210	86713	Legionella pneumophila Antibody	$16.83	$16.10	20	$16.10	$ 322.00
211	*88305	Level IV Surgical Pathology	**$	$8.64	20	$8.64	$ 172.80
212	83690	Lipase	$7.58	$9.00	92	$9.00	$ 828.00
213	80061	Lipid Profile	$14.73	$4.05	3,538	$4.05	$14,328.90
214	80178	Lithium	$7.27	$9.00	404	$9.00	$3,636.00
215	83516	Liver Antigen (SLA) IgG Antibody	$12.68	$19.61	4	$19.61	$ 78.44
216	86376	Liver-Kidney (LKM) Microsome-1 AB, IgG	$16.01	$14.52	4	$14.52	$ 58.08
217	85613, 85670,85705, 85732	Lupus Anticoagulant Comprehensive	$34.60	$80.36	4	$80.36	$ 321.44
218	85597, 85598, 85610, 85613 (x2), 85670, 85730,85732 (x2), 86146 (x3), 86147 (x2)	Lupus Anticoagulant Profile (Esoterix)	$232.56	$47.94	4	$47.94	$ 191.76
219	83002	Luteinizing Hormone	$20.37	$24.00	20	$24.00	$ 480.00
220	86617 (x2)	Lyme Disease, Line Blot	$34.08	$20.81	40	$20.81	$ 832.40
221	86618	Lyme Disease Antibody	$18.73	$32.31	40	$32.31	$1,292.40
222	86618, 86617 (x2)	Lyme AB w/ Reflex to Blot	$52.81	$8.19	40	$8.19	$ 327.60
223	83735	Magnesium, Serum	$7.37	$6.12	264	$6.12	$1,615.68
224	80359	MDMA (Ecstacy), Urine	**$	$4.20	40	$4.20	$ 168.00
225	80048	Metabolic Panel (8), Basic	$9.31	$7.20	84	$7.20	$ 604.80
	Subtotal [Sum of Total Cost Column Exhibit B, Page 56 (Item # 208 – 225)]:						$26,345.10

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
226	80053	Metabolic Panel, Comprehensive: ALT/SGPT; A:G Ratio; Albumin; Alkaline Phosphatase; AST/SGOT; Billiubin, Total; BUN; BUN: Creatinine Ratio; Calcium; Carbon Dioxide, Total; Chloride; Creatinine; Globulin, Total; Glucose; Potassium; Protein, Total; Sodium Metabolic Panel, Basic	$11.62	$4.32	3,336	$4.32	$14,411.52
227	83835	Metanephrines, Fractionated, Quantitative, 24 Hr. Urine	$18.63	$22.50	4	$22.50	$ 90.00
228	83921	Methylmalonic Acid, Serum	$23.33	$42.53	4	$42.53	$ 170.12
229	82043	Albumin, 24-Hour Urine	$6.36	$4.88	300	$4.88	$1,464.00
230	86381	Mitochondrial M2 Antibody	**	$6.33	4	$6.33	$ 25.32
231	86308	Mono Test, Qualitative	$5.70	$9.00	4	$9.00	$ 36.00
232	86738 (x2)	Mycoplasma Pneumoniae AB, G/M	$14.56	$58.11	4	$58.11	$ 232.44
233	83874	Myoglobin, Serum	$14.21	$6.33	10	$6.33	$ 63.30
234	83874	Myoglobin, Urine	$14.21	$11.96	10	$11.96	$ 119.60
235	80299	Nortriptyline	$20.50	$31.67	8	$31.67	$ 253.36
236	83880	NT-proBNP	$43.19	$18.45	8	$18.45	$ 147.60
237	80299	Olanzapine (Zyprexa®)	$20.50	$51.67	8	$51.67	$ 413.36
238	83930	Osmolality, Serum	$7.27	$6.87	16	$6.87	$ 109.92
239	83935	Osmolality, Urine	$7.50	$24.68	16	$24.68	$ 394.88
240	87177, 87209	Ova & Parasites	$29.57	$18.00	40	$18.00	$ 720.00
246	80183	Oxcarbazepine	$14.58	$56.11	4	$56.11	$ 224.44
247	88142	Gyn Pat Test, Liquid-Based	$22.29	$18.00	300	$18.00	$5,400.00
	Subtotal [Sum of Total Cost Column Exhibit B, Page 57 (Item # 226 – 247)]:						$24,275.86

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
248	88148	Pap Smear, Manual (Physician Read)	$17.60	$14.51	12	$14.51	$ 174.12
249	87624, 88175	Pap Smear, Liquid Based, HPV, High and Low Risk	$67.87	$75.28	40	$75.28	$3,011.20
250	85060	Peripheral Blood Smear-Hemopathology Consultation	**$	$4.48	20	$4.48	$ 89.60
251	80184	Phenobarbital	$16.83	$5.80	30	$5.80	$ 174.00
252	84100	Phosphorus	$5.21	$4.28	64	$4.28	$ 273.92
253	84132	Potassium, Serum	$5.24	$6.30	20	$6.30	$ 126.00
254	84134	Prealbumin	$16.05	$13.59	4	$13.59	$ 54.36
255	84702	Pregnancy Serum HCG Quantitative	$16.56	$15.89	400	$15.89	$6,356.00
256	84146	Prolactin	$21.32	$14.54	60	$14.54	$ 872.40
257	84155, 84165	Protein Electrophoresis, Serum	$15.85	$6.26	80	$6.26	$ 500.80
258	85302, 85303	Protein C Deficiency Profile	$28.43	$28.01	4	$28.01	$ 112.04
259	85305,85306	Protein S	$29.62	$154.86	10	$154.86	$1,548.60
260	85305, 85306 (x2)	Protein S Deficiency Profile	$46.47	$51.64	4	$51.64	$ 206.56
261	81240	Prothrombin (F2) G20210A Mutation	$72.26	$103.50	4	$103.50	$ 414.00
262	83520	Prothrombin Fragment 1+2 MoAB	$19.00	$83.16	4	$83.16	$ 332.64
263	85705	Prothrombin Time, Dilute	$10.59	$0.00	10	$0.00	$ 0.00
264	85610	Prothrombin Time (PT)	$4.72	$4.81	252	$4.81	$1,212.12
265	85610, 85730	PT and PTT-Activated	$11.33	$7.34	88	$7.34	$ 645.92
266	85730	PTT-Activated	$6.61	$12.15	12	$12.15	$ 145.80
267	84153	PSA (Annual Screening)	$20.23	$8.10	500	$8.10	$4,050.00
268	83970	PTH Intact	$45.41	$50.45	100	$50.45	$5,045.00
269	86480	QuantiFERON® TB Gold (In Tube)	$68.18	$58.50	8	$58.50	$ 468.00
270	86038	R-Anti-Nuclear AB IgG	$13.30	$6.23	8	$6.23	$ 49.84
	Subtotal [Sum of Total Cost Column Exhibit B, Page 58 (Item # 248 – 270)]:						$25,862.92

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
271	80069	Renal Function Panel	$9.55	$10.61	16	$10.61	$ 169.76
272	85045	Reticulocyte Count	$4.39	$4.88	136	$4.88	$ 663.68
273	86431	Rheumatoid Factor	$6.24	$6.93	120	$6.93	$ 831.60
274	86200, 86431	Rheumatoid Arthritis Profile	$20.48	$22.75	20	$22.75	$ 455.00
276	86592	RPR with Reflex	$4.70	$5.22	1.600	$5.22	$8.352.00
277	86762	Rubella Virus, IgG	$15.83	$9.90	12	$9.90	$ 118.80
278	86235	Scleroderma AB IgG	$19.72	$12.66	8	$12.66	$ 101.28
279	85652	Sedimentation Rate-ESR	$2.97	$3.24	376	$3.24	$1.218.24
280	80299	Seroquel® (Quetiapine)	$20.50	$50.56	50	$50.56	$2.528.00
281	84270	Sex Hormone Binding Globulin	$23.90	$26.56	40	$26.56	$1.062.40
282	85660	Hemoglobin (Hgb) Solubility	$6.06	$7.30	20	$7.30	$ 146.00
283	84450	AST/SGOT	$5.70	$3.84	16	$3.84	$ 61.44
284	84460	ALT/SGPT	$5.83	$3.84	16	$3.84	$ 61.44
285	86235 (x2)	Sjogren's AB, Anti-SS-A/-SS-B	$39.45	$43.83	20	$43.83	$ 876.60
286	83516	Smooth Muscle Antibodies	$12.68	$5.81	4	$5.81	$ 23.24
287	86592	RPR (Syphilis)Test w/ Confirmation	$4.70	$5.22	8	$5.22	$ 41.76
288	84480	T_3, Total	$15.60	$17.33	24	$17.33	$ 415.92
289	84479	T_3 Uptake	$7.12	$5.40	60	$5.40	$ 324.00
290	80197	Tacrolimus (ARUP)	$15.10	$56.70	16	$56.70	$ 907.20
291	84403	Testosterone, Total	$28.39	$31.55	120	$31.55	$3.786.00
292	84402, 84403	Testosterone, Free, & Total Adult Male	$56.41	$49.85	20	$49.85	$ 997.00
293	80198	Theophylline	$15.55	$17.29	4	$17.29	$ 69.16
294	86376, 86800	Thyroid Antibodies	$33.51	$17.63	4	$17.63	$ 70.52
295	84436, 84443, 84479, 84480	Thyroid Profile II, Comprehensive	$48.75	$36.90	24	$36.90	$ 885.60
296	86376	Thyroid Peroxidase (TPO) Antibodies	$16.01	$17.78	8	$17.78	$ 142.24
297	84436	Thyroxine (T_4)	$7.56	$5.40	40	$5.40	$ 216.00
	Subtotal [Sum of Total Cost Column Exhibit B, Page 59 (Item # 271 – 297)]:						$24,524.88

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
298	84439	Thyroxine (T_4), Free, Direct, Serum	$9.92	$11.02	80	$11.02	$ 881.60
299	86364	Tissue Transglutaminase Antibody, IgA	**$	$16.19	4	$16.19	$ 64.76
300	80201	Topiramate, Serum or Plasma	$13.11	$33.89	10	$33.89	$ 338.90
301	82247	Total Bilirubin	$5.52	$6.13	8	$6.13	$ 49.04
302	84155	Total Protein, Serum	$4.04	$4.48	8	$4.48	$ 35.84
303	84156	Protein, Total, Quantitative 24 Hr.	$4.04	$4.48	24	$4.48	$ 107.52
304	86777	Toxoplasma gondii, AB, IgG	$15.83	$26.10	4	$26.10	$ 104.40
305	86780	Treponema Pallidum Antibody	$14.56	$8.80	20	$8.80	$ 176.00
306	84443	Thyroid-Stimulating Hormone (TSH)	$18.48	$7.20	3,860	$7.20	$27,792.00
307	87661	Trichomonas (Standalone Test)	$38.60	$49.50	20	$49.50	$ 990.00
308	84480	Triiodothyronine, T_3	$15.60	$17.33	4	$17.33	$ 69.32
309	84439, 84443	TSH & Free T_4	$28.40	$26.10	100	$26.10	$2,610.00
310	84520	Urea Nitrogen, Blood	$4.35	$4.50	12	$4.50	$ 54.00
311	84550	Uric Acid, Serum	$4.97	$5.53	116	$5.53	$ 641.48
312	81025	Urine HCG (1st AM Void)	$9.47	$7.52	4	$7.52	$ 30.08
313	83497	Urine, 24 Hr., 5-HIAA, Quantitative	$14.19	$21.67	4	$21.67	$ 86.68
314	81001	Urinalysis, Complete w/ Micro	$3.49	$3.38	16	$3.38	$ 54.08
315	81001, 87086	*Urinalysis, Complete w/ Micro. w/ Reflex	$12.36	$3.38	600	$3.38	$2,028.00
316	80164	Valproic Acid	$14.89	$10.80	348	$10.80	$3,758.40
317	80202	Vancomycin (Peak)	$14.89	$15.03	4	$15.03	$ 60.12
318	80202	Vancomycin (Trough)	$14.89	$15.97	60	$15.97	$ 958.20
319	82607	Vitamin B12	$16.59	$6.40	60	$6.40	$ 384.00
320	82607, 82746	Vitamin B12 & Folate	$32.76	$12.08	712	$12.08	$8,600.96
321	82180	Vitamin C	$10.88	$22.50	4	$22.50	$ 90.00
	Subtotal [Sum of Total Cost Column Exhibit B, Page 60 (Item # 298 – 321)]:						$49,965.38

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2021 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Fee Schedule (CMS Fee plus 10%)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
322	82306	Vitamin D25-Hydroxy (D3 Metabolite)	$32.56	$34.89	20	$34.89	$ 697.80
323	86256 (x3)	Antineutrophil Cytoplasmic Antibodies (ANCA)	**$	$44.20	4	$44.20	$ 176.80
324	87186	Microbe Susceptible mic	$9.52	$8.74	340	$8.74	$ 2,971.60
325	81596	Liver Fibrosis Test	$193.81	$156.41	240	$156.41	$ 37,538.40
326	80299	Aripiprazole	$20.50	$92.78	10	$92.78	$ 927.80
327	80342	Risperidone	**$	$62.78	10	$62.78	$ 627.80
328	80299	Paliperidone	$20.50	$62.78	10	$62.78	$ 627.80
	Subtotal (Sum of Total Cost Column Exhibit B, Page 61 (Item # 322 – 328)):						$43,568.00
	36415	Phlebotomy Draw - All Sites EXCEPT Community Corrections – Men (Calumet House)				$3.50	
	36415	On Call Phlebotomy Collection Draw, Community Corrections – Men, (Calumet House) - ONLY, 126 Lowell Street, Manchester, NH 03104				$50.00	
Any test not listed in the Estimated Budget (Cost Proposal) – Clinical Laboratory Fee Schedule and performed by BioReference Health, LLC or affiliation will receive a 50% discount from the test list price. Any specialized tests not listed in the Estimated Budget (Cost Proposal) – Clinical Laboratory Fee Schedule and not performed by BioReference Health, LLC will be referred to network laboratories charged at cost to BioReference Health, LLC and the NH Department of Corrections.							
*Contractor to provide CPT Code **Contractor to provide pricing with explanation							

Estimated Budget (Cost Proposal) – Clinical Laboratory Fee Schedule, Pages 47-61 (Item # 1 – 328)):	$438,738.76

2. Method of Payment
   2.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
   2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
   2.3. The NH Department of Corrections may adjust the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
   2.4. The NH Department of Corrections, Bureau of Financial Services, may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
      2.4.1. Invoice date and number;
      2.4.2. Patient name associated with service rendered;
      2.4.3. Facility name;
      2.4.4. Quantity, description of lab test and corresponding CPT code;
      2.4.5. Unit cost by lab test/CPT code and extended cost;
      2.4.6. Total charge of service rendered;
      2.4.7. Descriptor: On-Site Clinical Laboratory Services NHDOC 22-04-GFMED.
   2.5. The NH Department of Corrections, Contracting Officer for State Agency or designee, shall receive a monthly Invoice Summary in Excel format of charges billed to include, but not limited to:
      2.5.1. Invoice date;
      2.5.2. Invoice number;
      2.5.3. Patient last, first and middle initial, DOB and gender;
      2.5.4. Physician Patient ID number;
      2.5.5. Date of service;
      2.5.6. Specimen and test number and corresponding CPT code;
      2.5.7. Test name; and
      2.5.8. Net amount.
   2.6. The Contractor shall submit to the NH Department of Corrections any invoices for On-Site Clinical Laboratory Services in a timely manner.
   2.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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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 BIOREFERENCE HEALTH, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 08, 2022. 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: 903598

Certificate Number : 0005789114

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of June A.D. 2022.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

Filed
Date Filed : 06/08/2022 04:15:00 PM
Effective Date : 06/08/2022 04:15:00 PM
Filing # : 5788665 Pages : 2
Business ID : 903598
David M. Scanlan
Secretary of State
State of New Hampshire

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is:

BIOREFERENCE HEALTH, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is:

BIOREFERENCE HEALTH, LLC

Principal Business Information:

Principal Office Address:

481 Edward H Ross Drive	Elmwood Park	NJ	07407
(no. & street)	(city/town)	(state)	(zip code)

Principal Mailing Address(if different):

481 Edward H Ross Drive	Elmwood Park	NJ	07407
(no. & street)	(city/town)	(state)	(zip code)

Business Phone: 305-575-4109

Business Email: thayden@opko.com

☑ Please check if you would prefer to receive the Annual Report Reminder Notice by email.

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is 03/10/2022

FIFTH: Describe the nature of the business or purposes to be conducted or promoted in New Hampshire (and if known, list the NAICS Code and Sub Code):

62-Health Care and Social Assistance - 511-Medical Laboratories

SIXTH: The name of its registered agent in New Hampshire is:

CORPORATION SERVICE COMPANY (150560)

The complete address of its registered office IN NEW HAMPSHIRE (agent's business address) is:

10 Ferry Street Suite 313	Concord	NH	03301
(no. & street)	(city/town)	(state)	(zip code)

Manager/Member Information:

Name	Title	Address
GeneDx Holding 1, Inc	Member	4400 Biscayne Blvd, Miami, FL, 33137, USA

The period of its duration is: Perpetual

Title: Director

Signature: Adam Logal

Name of Signer: Adam Logal

Date signed: 06/08/2022

Effective Date: 06/08/2022 04:15:00 PM

Complete address of person signing: 4400 Biscayne Blvd, Miami, FL, 33137, USA

Note: The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

*Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Certificate of Authority # 4 *(Limited partnership or LLC with Manager)*

Limited Partnership or LLC Certification of Authority

I, Adam Logal, hereby certify that I am a Partner, Member or Manager
(Name)

of BioReference Health, LLC a limited liability partnership under RSA 304-B or a
(Name of Partnership or LLC)

limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

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 partnership or LLC and that this authorization has not expired.

DATED: 6/13/22 **ATTEST:** _____
(Name and Title)

Client#: 111016 OPKOHEA1

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2022

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

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

PRODUCER	CONTACT NAME: Jo Cordone
CBIZ Insurance Services, Inc. 3945 W. Atlantic Ave Delray Beach, FL 33445 561 278-0448	PHONE (A/C, No, Ext): 561-900-9119 FAX (A/C, No): E-MAIL ADDRESS: jcordone@cbiz.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BioReference Health, LLC 4400 Biscayne Blvd, 10th FL Miami, FL 33137	INSURER A: Columbia Casualty	31127
	INSURER B: ACE American Insurance Company	22667
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Ded $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HMA2097417495	03/27/2022	03/27/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $3,000,000 $3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISAH25553238	07/27/2021	07/27/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			HMC2097421336	03/27/2022	03/27/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC67813157	07/27/2021	07/27/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Professional Liab (Claims Made)			HMA2097417495	03/27/2022	03/27/2023	$1,000,000 Each Claim $3,000,000 Aggregate $500,000 Deductible	

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

RE: BioReference Health, LLC. 481 Edward H. Ross Drive Elmwood Park, NJ 07407
The State of New Hampshire, NH Department of Corrections is named additionally insured.
Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

State of New Hampshire,
NH Department of Corrections
P.O. Box 1806
Concord, NH 03302-1806

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
CBIZ Insurance Services, Inc.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
   (1) narcotics
   (2) controlled drugs or
   (3) automatic or concealed weapons possessed by those not licensed to have them.

b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.

c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.

d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.

e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.

f) Any intoxicating beverage.

g) Sums of money or negotiable instruments in excess of $100.00.

h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.

i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
   (1) knives and knife-like weapons, clubs and club-like weapons,
   (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
   (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
   (4) pornography or pictures of visitors or prospective visitors undressed,
   (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
   (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
   (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
   (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Adam Logal		6/13/02
Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS

RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
    a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
    b. Giving or selling of anything
    c. Accepting or buying anything

2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.

5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.

6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.

8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Adam Logal		6/13/23
Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Adam Logal		6/13/22
Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

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

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

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

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

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

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

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

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

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

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

(i) for the proper management and administration of the Business Associate;
(ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
(iii) for data aggregation purposes for the health care operations of Covered Entity.

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

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

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

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

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

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) <u>Obligations of Covered Entity</u>

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections	BioReference Health, LLC
State of New Hampshire Agency Name	Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
Helen E. Hanks	Adam Logal
Authorized DOC Representative Name	Authorized Contractor Representative Name
Commissioner	Director/VP
Authorized DOC Representative Title	Authorized Contractor Representative Title
6/15/2022	6/13/22
Date	Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108–79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

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

Name (print): Adam Logal **Date:** 6/13/22
(Name of Contract Signatory)

Signature: _____
(Signature of Contract Signatory)

Cor 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
   (1) narcotics
   (2) controlled drugs or
   (3) automatic or concealed weapons possessed by those not licensed to have them.

b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.

c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.

d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.

e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.

f) Any intoxicating beverage.

g) Sums of money or negotiable instruments in excess of $100.00.

h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.

i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
   (1) knives and knife-like weapons, clubs and club-like weapons,
   (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
   (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
   (4) pornography or pictures of visitors or prospective visitors undressed,
   (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
   (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
   (7) ropes, saws, grappling hooks, fishing line; masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
   (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

BRH

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

COR 307.03 Searches and Inspections Authorized.

a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Adam Logd — Name
Director
Bio Reference Health, LLC

Signature

July 17, 2023 — Date

BRH

NH DEPARTMENT OF CORRECTIONS

RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
    a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
    b. Giving or selling of anything
    c. Accepting or buying anything

2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.

5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.

6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.

8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Adam Logal — Name

Signature

July 17, 2023 — Date

Director, BioReference Health, LLC

BRH

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

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

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

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

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

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

(2) Use and Disclosure of Protected Health Information

BRH

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

b. Business Associate may use or disclose PHI:

(i) for the proper management and administration of the Business Associate;
(ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
(iii) for data aggregation purposes for the health care operations of Covered Entity.

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

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

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

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

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

BAH

use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

BRH

	BioReference Health, LLC
State of New Hampshire Agency Name	Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
Authorized DOC Representative Name	Authorized Contractor Representative Name: Adam Logal
Authorized DOC Representative Title	Authorized Contractor Representative Title: Director
Date	Date: July 17, 2023

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Adam Logal — Name

[signature] — Signature

July 17, 2023 — Date

Director, BioReference Health, LLC

BRH