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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

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

53

March 24, 2025

Her Excellency, Governor Kelly A. Ayotte
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** contract with Exact Sciences Laboratories, LLC. (VC #347667), 5505 Endeavor Lane, Madison, WI 53719 in the amount of $239,168.90, for the provision of preventative colorectal screening services, with the option to renew for one (1) additional period of up to two (2) years, effective upon Governor and Executive Council approval through June 30, 2027. 100% General Funds.

Funds are available in FY 2025 and anticipated to be available in FY 2026 and FY 2027, upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Exact Sciences Laboratories, LLC.

Account	Description	FY 2025	FY 2026	FY 2027	Total
02-46-46-465010-82340000-101-500729	Medical Providers	$ 47,833.78	$ 95,667.56	$ 95,667.56	$239,168.90
Total Contract Amount:		**$47,833.78**	**$95,667.56**	**$95,667.56**	**$239,168.90**

EXPLANATION

NHDOC is requesting a **Sole Source** contract with Exact Sciences Laboratories, LLC. as they are the only clinical laboratory provider and distributor of Cologuard®, the first and only US Food and Drug Administration (FDA) approved multitarget mt-sDNA (stool DNA) colorectal cancer screening test.

Exact Sciences Laboratories, LLC. offers Cologuard® test kits for early cancer detection and cancer treatment guidance supporting more informed decision making across the cancer continuum.

This contract will maintain the necessary standard of delivery for testing services. This allows for ninety-four (94) test kits for the remainder of FY 2025 and one hundred and eighty-eight (188) test kits for FY 2026 and one hundred and eighty-eight (188) test kits for FY 2027 at a rate of five hundred, eight dollars and eighty-seven cents ($508.87) per test kit.

The fee shall include the cost of the test kit, testing the sample(s), analyzing the sample(s) and shipping labels to and from Exact Sciences Laboratories, LLC. If a Cologuard® test kit sample does not produce a result, Exact Sciences Laboratories, LLC. will provide two (2) additional kits at zero (0) cost to NHDOC. Testing kits are invoiced once the samples have been analyzed.

In addition, by adding this screening service, we are hopeful to reduce the security transports out of the facility to use our correctional law enforcement officers more efficiently. (See attached analysis of cost per screening service versus cost per transport for a colonoscopy).

Respectfully Submitted,

Helen E. Hanks
Commissioner

NH Department of Corrections - Northern NH Facility

Number of Miles - NCF Facility to AVH	3.8	
Mileage Rate	$0.70	
Transport Charge		$2.66
Cost of Meals for Correctional Officers		$32.00
2 Correctional Officers Salary & Benefits	$102.88	
Average # of Hours for Procedure	4	
Average # of Hours for Transport	1	
Total Hours for Transport	5	
Cost Per Transport		$514.40
Average Cost Per Test at Facility		$439.57
Total Cost of Exam and Tranport per Inmate		$988.63
Price Per Cologuard Test Kit - Exact Sciences		$508.87
Potential savings Colonoscopy vs. Cologuard Test Kit		**$479.76**

Assumptions:	
2 Correctional Officers at an average hourly rate	102.88
Meals at $16/meal for 2 officers	32
Transport from NCF to AVH	1.9
Average Cost Per Test:	
Regular	$366.66
Remove Polys	$486.97
Cold Biopsy	$465.08
	$1,318.71
Average Cost/test	$439.57

Southern NH Facility - Transport to CMC Manchester NH

Number of Miles - (CMC Manchester)	37.6	
Mileage Rate	0.7	
Transport Charge		26.32
Cost of Meals for Correctional Officers		$32.00
2 Correctional Officers Salary & Benefits	$106.50	
Average # of Hours for Procedure	4	
Average # of Hours for Transport	2	
Total Hours for Transport	6	
Cost Per Transport		$639.00
Average Cost Per Test at Facility		439.57
Total Cost of Exam and Tranport per Inmate		$1,136.89
Price Per Cologuard Test Kit - Exact Sciences		$508.87
Potential savings Colonoscopy vs. Cologuard Test Kit		**$628.02**

Assumptions:	
2 Correctional Officers at an average hourly rate	106.5
Meals at $16/meal for 2 officers	32
Transport from Mens/Womens facility to CMC	18.8 one way

Average Cost Per Test:	
Regular	$366.66
Remove Polys	$486.97
Cold Biopsy	$465.08
	$1,318.71
Average Cost/test	$439.57

Southern NH Facility - Transport to Concord Hospital

Number of Miles - (Concord Hospital)	6.2	
Mileage Rate	0.7	
Transport Charge		4.34
Cost of Meals for Correctional Officers		$32.00
2 Correctional Officers Salary & Benefits	$106.50	
Average # of Hours for Procedure	4	
Average # of Hours for Transport	1	
Total Hours for Transport	5	
Cost Per Transport		$532.50
Average Cost Per Test at Facility		439.57
Total Cost of Exam and Tranport per Inmate		$1,008.41
Price Per Cologuard Test Kit - Exact Sciences		$508.87
Potential savings Colonoscopy vs. Cologuard Test Kit		**$499.54**

Assumptions:	
2 Correctional Officers at an average hourly rate	106.5
Meals at $16/meal for 2 officers	32
Transport from Mens/Womens facility to Concord Hospital	3.1 one way

Average Cost Per Test:	
Regular	$366.66
Remove Polys	$486.97
Cold Biopsy	$465.08
	$1,318.71
Average Cost/test	$439.57

FORM NUMBER P-37 (version 2/23/2023)

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 Concord, NH 03302	
1.3 Contractor Name Exact Sciences Laboratories, LLC. (VC #347667)		1.4 Contractor Address 5505 Endeavor Lane Madison, WI 53719	
1.5 Contractor Phone Number 502-939-9364	1.6 Account Unit and Class 02-46-46-465010-82340000-101-500729	1.7 Completion Date June 30, 2027	1.8 Price Limitation $239,168.90
1.9 Contracting Officer for State Agency Paula Mattis Director		1.10 State Agency Telephone Number 603-271-5563	
1.11 Contractor Signature DocuSigned by: [signature] E8770A8C9DCE489... Date: 2/12/2025		1.12 Name and Title of Contractor Signatory Nicole Maassen SVP - Market Access	
1.13 State Agency Signature [signature] Date: 2/28/25		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: N/A		Director, On: N/A	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Michael Grandy		On: March 26, 2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials [NAM]
Date 2/12/2025

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials DS

Date 2/12/2025

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

DS

Contractor Initials_____

Date_____

2/12/2025

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

Contractor Initials DS

Date 2/12/2025

EXHIBIT A

SPECIAL PROVISIONS

Not applicable.

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EXHIBIT B

SCOPE OF SERVICES

1. **PURPOSE**: Pursuant to the terms of this Agreement, Exact Sciences Laboratories, LLC. ("Contractor") (VC# 347667) shall provide Cologuard® test kit services for New Hampshire Department of Corrections ("NHDOC") residents.
   1.1. Fecal samples shall be collected using the Cologuard® collection kit upon receipt of a valid order from an NHDOC licensed health care provider.
   1.2. Contractor shall provide NHDOC with the Cologuard® collection kits and fecal sample collection kits, barcoded to designate and specify the resident's specimen for laboratory analysis for early detection of certain colorectal cancers.

2. **TERM OF AGREEMENT**: The term of the Agreement shall be from the date of Governor and Executive Council approval through June 30, 2027. NHDOC shall have the option to extend the term of this Agreement services for one (1) additional term not to exceed two (2) years, subject to the parties' prior written Agreement on terms and applicable fees for the additional term, satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

3. **SERVICE LOCATIONS**: Services shall be performed at the following NHDOC locations.

NH Department of Corrections Correctional Facilities	
Northern NH Correctional Facility (NNHCF)	138 East Milan Road, Berlin NH 03570
NH Department of Corrections Correctional Facilities	
NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street, Concord NH 03301
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord NH 03301
NH Department of Corrections Transitional Housing Units	
North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road, Concord NH 03301
Concord Transitional Work Center (TWC)	275 North State Street, Concord NH 03301
Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road, Concord NH 03301
Calumet House, Transitional Housing Unit (THU)	126 Lowell Street, Manchester NH 03104

4. **SCOPE OF SERVICES**: The following is a description of Cologuard® testing with Contractor.
   4.1. Education/Training:
      4.1.1. Contractor shall provide Cologuard® test kits for NHDOC resident population for fecal samples upon receipt of a valid order from a NHDOC licensed health care provider.
      4.1.2. NHDOC shall post and distribute educational materials within NHDOC facilities and educate residents on Cologuard® laboratory services and a description of the screening and the benefits of early detection of colon cancer.
      4.1.3. NHDOC shall provide training and instruction to residents on the proper use and handling of Cologuard® test kits.
   4.2. Eligibility Criteria: NHDOC medical providers shall identify residents that meet the Cologuard® clinical guidelines and criteria as described in the Physician's Brochure.
      4.2.1. Preventative screening is voluntary. NHDOC shall obtain resident's verbal consent, which will be documented in NHDOC's Electronic Health Record (EHR) system.

4.2.2. NHDOC providers shall write a physician order for each resident consenting to preventative Cologuard® screening in NHDOC's EHR system.

4.3. Sample Collection and Storage:

4.3.1. Under the supervision of NHDOC medical staff, Cologuard® participants shall utilize a kit containing the following:

a. Toilet bracket holder; and

b. Bucket and lid for sample collection.

4.3.2. NHDOC Medical Staff shall add the kit preservation to the sample and package it within one (1) hour of fecal sample collection by the resident.

4.3.3. NHDOC Medical Staff shall send the specimen kit to Contractor by United Postal Service (UPS) within ninety-six (96) hours of collection and date and time stamp the specimen to ensure sample integrity using the prepaid shipping label provided by Contractor.

4.3.4. Samples can be kept at room temperature; refrigeration is not necessary, and samples must not be kept in direct sunlight to ensure sample integrity.

4.4. Cologuard® Kit Requests and Distribution:

4.4.1. Contractor shall provide NHDOC access to the EpicCare link system for submission of requests for Cologuard®.

4.4.2. Once a valid order for a Cologuard® test kit is received, Contractor shall ship the kits to NHDOC facility address, listed on the order.

4.5. Laboratory Testing and Test Reports:

4.5.1. Contractor shall conduct analysis of stool samples submitted in the Cologuard® collection kit that was ordered by the licensed NHDOC Health Care Provider (HCP).

4.5.2. Contractor shall document the status of samples received in real time, tested and upload laboratory test results of Cologuard® in the EpicCare link system within fourteen (14) days of receipt of the kit sample.

4.5.3. Upon request by NHDOC, Contractor shall submit monthly and/or quarterly reports to NHDOC providing the following information:

4.5.3.1. Total number of Cologuard® samples received and results. If a sample does not result, Contractor shall send up to two (2) additional kits at no cost to NHDOC.

4.5.3.2. Total number of Cologuard® samples received, tested, negative results, positive results for abnormalities in the eleven (11) molecular screening markers and negative results.

4.6. Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to NHDOC may be added to this Agreement.

5. GENERAL SERVICE PROVISIONS:

5.1. Rules and Regulations: Contractor agrees to comply with all Policy and Procedure Directives (PPDs) of NHDOC. Contractor shall adhere to NHDOC Administrative Rules, Conduct and Confidentiality of Information polices.

5.2. Licenses, Credentials and Certificates: Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.

6. OTHER CONTRACT PROVISIONS:

6.1. Protected Health Information (PHI). Contractor shall safeguard any and all PHI according to the terms of the Health Information 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 this Agreement, Contractor may gain access to information of the patients, including confidential information or PHI. Contractor shall not use information

developed, or obtained during the performance of, or acquired or developed by reason of this Agreement, except as is directly connected to and necessary for the Contractor's performance under this Agreement.

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

6.2. Health Insurance Portability and Accountability Act (HIPAA), *if applicable*. 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: https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.

6.3. Prison Rape Elimination Act (PREA) 2003, *if applicable*. 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 shall conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link: https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources.

6.4. Contractor Designated Liaison

6.4.1. Contractor shall designate a representative to act as a liaison between Contractor and NHDOC throughout the term of this Agreement and any extensions thereof.

6.4.2. Any written notice to 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.

6.4.3. 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 NHDOC actually receives notice of this change.

6.4.4. Changes to the named liaison by Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, PO Box 1806, Concord NH 03302.

6.5. Contractor Liaison's Responsibilities

6.5.1. Contractor's designated liaison shall be responsible for:

a. Representing Contractor on all matters pertaining to this Agreement and any extensions thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Agreement and any extensions thereof;

b. Monitoring Contractor's compliance with the terms of the contract and any renewals thereof;

c. Receiving and responding to all inquiries and requests made by NHDOC in the timeframes and format specified by NHDOC under this Agreement and any extensions thereof; and

d. Meeting with representatives of NHDOC on a periodic or as needed basis to resolve issues which may arise.

6.6. NH Department of Corrections Contract Liaison Responsibilities

NHDOC Director of Medical and Forensic Services, or his or her designee, shall act as liaison between Contractor and NHDOC for the duration of this Agreement and any extensions thereof. NHDOC reserves the right to change its representative, at its sole discretion, during the term of this Agreement, and shall provide Contractor with written notice of such change. NHDOC representative shall be responsible for:

6.6.1. Representing NHDOC on all matters pertaining to this Agreement. The representative shall be authorized and empowered to represent NHDOC regarding all aspects of this Agreement.

6.6.2. Monitoring compliance with the terms of this Agreement.

6.6.3. Responding to all inquiries and requests related to this Agreement from Contractor, under the terms and in the timeframes specified herein.

6.6.4. Meeting with Contractor's Liaison on a periodic or as needed basis and resolving issues which may arise.

6.6.5. Informing Contractor of any discretionary action taken by NHDOC pursuant to the terms of this Agreement.

6.7. Reporting Requirements

6.7.1. NHDOC shall access reports on an as needed basis in the EpicCare Link portal.

6.8. Performance Evaluation

NHDOC shall, at its sole discretion monitor and evaluate Contractor's compliance with the terms and conditions of this Agreement throughout the term of this Agreement and any extensions thereof.

6.8.1. NHDOC, Director of Medical and Forensics, or designee, at a minimum of four (4) times a year shall assess the performance of Cologuard® test kits relative to Contractor's compliance as set forth in this Agreement. Examples of performance include but not limited to:

6.8.1.1. Request additional reports NHDOC deems necessary for the purposes of monitoring and evaluating the performance of Contractor under this Agreement, which NHDOC shall access through the EpicCare Link portal; and

6.8.1.2. Review reports submitted by Contractor. NHDOC shall determine the acceptability of the reports. If they are not deemed acceptable, NHDOC shall notify Contractor and explain the deficiencies and the Parties shall work together to determine a mutually agreeable solution.

6.9. Performance Measures:

NHDOC 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.

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

6.9.2. Terminate the contract as permitted by law, if NHDOC determines that the Contractor:

6.9.2.1. Does not comply with the terms of the contract.

6.9.2.2. The Contractor shall fully coordinate the performance activities of the contract with those of NHDOC. As the work of the Contractor progresses, advice and information on matters covered by this Agreement shall be made available by the Contractor to NHDOC as requested by NHDOC throughout the effective period of the contract.

6.9.3. Quality Improvement Measures (QIM) shall be identified by NHDOC, Division of Medical and Forensic Services Operations Administrator for Contractor in order to monitor this Agreement.

6.9.4. NHDOC shall access Cologuard® utilization reports through the EpicCare Link portal. The reports shall be sorted by variables such as patient's name, patient's ID number, facility, date samples resulted and results. NHDOC acknowledges that in order to access a patient ID number via EpicCare Link NHDOC must add that unique patient ID number upon placement of a Cologuard® order. If that patient ID number is not entered upon order creation, NHDOC will not be able to access that patient ID number for reporting purposes.

6.9.5. Compliance with scheduled facility sample pick up.

6.9.6. At the request of NHDOC, Contractor shall provide educational materials such as brochures, flyers, and videos in English and Spanish.

6.9.7. Compliance with providing designated NHDOC staff access to EpicCare Link for ordering Cologuard® kits and/or tracking results.

6.9.8. Contractor shall upload results within fourteen (14) days of the date samples were received.

7. BANKRUPTCY OR INSOLVENCY PROCEEDING NOTIFICATION

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

7.2. Upon learning of the actions herein identified, NHDOC reserves the right at its sole discretion to either cancel this Agreement, in whole or in part.

8. CANCELLATION OF AGREEMENT

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

8.1. NHDOC reserves the right to terminate the contract 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.

8.2. Either Party reserves the right to cancel this contract for convenience with no penalties by giving the other Party sixty (60) days' notice of said cancellation.

9. AUDIT REQUIREMENTS

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

10. NOTIFICATION TO THE CONTRACTOR

NHDOC shall be responsible for notifying the Contractor, in writing, of any policy or procedural changes affecting the services performed hereunder at least thirty (30) days before the implementation of such policy or procedure. Contractor shall implement the changes on the date specified by NHDOC.

11. ADDITIONAL ITEMS/LOCATION

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

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

11.3. In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, Contractor shall immediately notify NHDOC.

11.4. All material developed or acquired by Contractor, as a result of work under this Agreement shall become the property of the State of New Hampshire. No material or reports prepared by Contractor shall be released to the public without the prior written consent of NHDOC.

11.5. All financial, statistical, personnel and/or technical data supplied by NHDOC to Contractor are confidential. 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 Contractor, or any individual or entity in the Contractor's charge or employ, shall be considered a violation of this Agreement, and may result in contract termination.

12. CONTRACTOR PERSONNEL

Contractor shall guarantee that all personnel providing the services required by this Agreement are qualified to perform their assigned tasks.

12.1. NHDOC 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 this Agreement.

12.2. If a sub-contractor is to be used for any portion of the services provided, prior approval from NHDOC shall be required. Notification to the Department shall include the name of the sub-contractor, brief company profile and a description of the services/functions being sub-contracted.

13. NON-EXCLUSIVE CONTRACT

NHDOC reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing services which relate to the work or deliverables set forth in this Agreement.

The remainder of this page is intentionally left blank.

EXHIBIT C

METHOD OF PAYMENT AND CONTRACT PRICE

The following is a description of the Method of Payment and Contract Price for Contractor.

1. CONTRACT PRICE: Shall not exceed two hundred, thirty-nine thousand, one hundred sixty-eight dollars and 90/100 cents ($239,168.90).

NHDOC will be billed a fee of $508.879 per patient's test result. This fee shall include the cost of the kit, shipping to the facility and return shipping to Contractor and stool analysis.

Exact Sciences Laboratories, LLC.

Term	Estimated Number of Test Kits	Cost	Total
FY 2025	94	$ 508.87	$ 47,833.78
FY 2026	188	$ 508.87	$ 95,667.56
FY 2027	188	$ 508.87	$ 95,667.56
Total:			**$ 239,168.90**

2. METHOD OF PAYMENT:

2.1. Contractor shall send a monthly invoice for tested kits (positive or negative).

2.1.1. If a positive or negative result cannot be generated from one (1) of three (3) test kits, there shall be zero (0) cost to NHDOC.

2.2. The date of service shall be populated on the invoice and itemized.

2.2.1. The results are generated within fourteen (14) days of Contractor receiving the test kit in the lab for processing.

2.2.2. The invoice is reflective of tested kits resulting in a positive or negative result from the prior month.

2.3. 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. NHDOC will accept invoices in electronic format to expedite payment to: DOC-Financialservices@DOC.nh.Gov.

2.4. NHDOC may adjust the payment amount identified on the Contractor's invoice if an invoice is not submitted in accordance with the instructions established by the NHDOC.

2.5. NHDOC Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:

2.5.1. Invoice date, invoice number, and facility;

2.5.2. Quantity and description of services rendered;

2.5.3. Dates of said services; and

2.5.4. Itemized service total charge.

2.6. Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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 EXACT SCIENCES LABORATORIES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on August 25, 2023. 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: **941398**

Certificate Number: **0006822060**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of December A.D. 2024.

David M. Scanlan

Secretary of State

State of New Hampshire
Department of State
2025 ANNUAL REPORT

Filed
Date Filed: 3/15/2025
Effective Date: 3/15/2025
Business ID: 941398
David M. Scanlan
Secretary of State

BUSINESS NAME:	**EXACT SCIENCES LABORATORIES, LLC**
BUSINESS TYPE:	**Foreign Limited Liability Company**
BUSINESS ID:	**941398**
STATE OF FORMATION:	**Delaware**

PREVIOUS PRINCIPAL OFFICE ADDRESS	PREVIOUS MAILING ADDRESS
650 Forward Drive Madison, WI, 53711, USA	**5505 Endeavor Lane Madison, WI, 53719, USA**

NEW PRINCIPAL OFFICE ADDRESS	NEW MAILING ADDRESS
650 Forward Drive Madison, WI, 53711, USA	**5505 Endeavor Lane Madison, WI, 53719, USA**

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	**CORPORATION SERVICE COMPANY (150560)**
REGISTERED AGENT OFFICE ADDRESS:	**10 Ferry Street Suite 313 Concord, NH, 03301, USA**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Medical diagnostic sales	

MANAGER / MEMBER INFORMATION

NAME	BUSINESS ADDRESS	TITLE
Kyle Stacey	**5505 Endeavor Lane, Madison, WI, 53719, USA**	**Manager**
James Herriott	**5505 Endeavor Lane, Madison, WI, 53719, USA**	**Manager**
Kevin T. Conroy	**5505 Endeavor Lane, Madison, WI, 53719, USA**	**Manager**
Exact Sciences Corporation	**650 Forward Drive, Madison, WI, 53711, USA**	**Manager**
Aaron Bloomer	**650 Forward Drive, Madison, WI, 53711, USA**	**Manager**

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Manager**

Signature: **James Herriott**

Name of Signer: **James Herriott**

Certificate of Authority # 1 *(Corporation or LLC- Non-specific, open-ended)*

Corporate Resolution

I, Kyle Stacy (*Name*), hereby certify that I am duly elected Clerk/Secretary/Officer of Exact Sciences Laboratories, LLC. (*Name of Corporation or LLC*). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _____ (*Month*) (*Day*) (*Year*) at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Nicole Maassen (*Name*), Senior Vice President (*Title*) (may list more than one person) is duly authorized to enter in contracts or agreement on behalf of Exact Sciences Laboratories, LLC. (*Name of Corporation or LLC*) with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 2/14/2025

ATTEST: DocuSigned by: Kyle Stacy F287C4ADABC843A...
(*Name and Title*)
VP, Controller

DS NAS
2/12/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2024

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

PRODUCER	CONTACT NAME: Michael Cappel
Brown & Brown Insurance Services, Inc. 1200 North Mayfair Road Suite #100 Milwaukee WI 53226	PHONE (A/C, No, Ext): (414)443-0000 FAX (A/C, No): E-MAIL ADDRESS: Milocertificates@BBrown.com
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
Exact Sciences Corporation 5505 Endeavor Lane Madison WI 53719	INSURER A: Federal Insurance Company — 20281 INSURER B: Travelers Indemnity Company of CT — 25682 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24-25 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		3605-71-51	7/1/2024	7/1/2025	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			7361-59-89	7/1/2024	7/1/2025	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 $			7819-21-50	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WD-28373561	7/1/2024	7/1/2025	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

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

Named Insured Includes: Exact Sciences Laboratories, LLC

RE: Locations Include: 145 E Badger Rd, Suite 100, Madison, WI 53713 and 650 Forward Dr., Madison, WI 53713

The State of NH, NH Department of Corrections is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Attn: NH Dept. of Corrections PO BOX 1806 Concord, NH 03302	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 Michael Sarner/FHALAS

11/14/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2024

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

PRODUCER MARSH USA LLC 1401 Discovery Parkway, Suite 150 Wauwatosa, WI 53226 CN102982726-Prof-ProfX-24-25	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois Union Insurance Company	27960
INSURED Exact Sciences Corporation 5505 Endeavor Lane Madison, WI 53719	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-009581804-13 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ 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)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Product/Professional Liability			G71813289 005 Deductible: $100,000	07/01/2024	07/01/2025	Each Occurrence Limit Aggregate Limit	10,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Exact Sciences Laboratories LLC located at - 145 E Badger Rd, Suite 100 Madison, WI 53713 and 650 Forward Dr Madison, WI 53711.

Evidence of Insurance.

CERTIFICATE HOLDER

State of New Hampshire
Attn: NH Department of Corrections
PO Box 1806
Concord, NH 03302

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

Marsh USA LLC

11/14/2024 NAI

AGENCY CUSTOMER ID: CN102982726

LOC #: Chicago

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC	Exact Sciences Corporation 5505 Endeavor Lane Madison, WI 53719
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Product/Professional Liability:

Excess Layer 2. - Homeland Insurance Company of NY
Policy Number: 711-01-62-42-0006
Effective Date: 7/1/2024
Expiration Date: 7/1/2025
Limit: $10,000,000 excess of primary $10,000,000

Excess Layer 3. - Gemini Insurance Company
Policy Number: EX_15557-7
Effective Date: 7/1/2024
Expiration Date: 7/1/2025
Limit: $10,000,000 excess of $20,000,000

Excess Layer 4. - NorthStar LifeSciences Policy Number: EXSS 1762 24
Effective Date: 7/1/2024
Expiration Date: 7/1/2025
Limit: $5,000,000 excess of $30,000,000

Excess Layer 5. - Ironshore Specialty Insurance Company
Policy Number: IC7CACAC8/Y004
Effective Date: 7/1/2024
Expiration Date: 7/1/2025
Limit: $10,000,000 excess of $35,000,000

Excess Layer 6 - Life Science Risk
Policy Number: LSR-XS-00938-24
Effective Date 7/1/2024
Expiration Date: 7/1/2025
Limit: $5,000,000 part of $10,000,000 excess of $45,000,000

Excess Layer 6 - TDC Specialty Insurance Company
Policy Number: LSX-00285-24-01
Effective Date: 7/1/2024
Expiration Date: 7/1/2025
Limit: $5,000,000 part of $10,000,000 excess of $45,000,000

11/14/2024

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.

DS
2/12/2025

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.

Nicole Maassen, SVP	DocuSigned by: [signature] E8779A8CDDCE4A9...	2/12/2025
Name	Signature	Date

DS [signature]

2/12/2025

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.

Nicole Maassen, SVP	DocuSigned by:	2/12/2025
Name	Signature	Date

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2/12/2025

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.

Nicole Maassen, SVP	DocuSigned by: [signature] E6778A6CBDCE4A9...	2/12/2025
Name	Signature	Date

DS

2/12/2025

EXACT
SCIENCES
LABORATORIES

145 E. Badger Rd, STE 100, Madison, WI 53713
PH 844-870-8670 | ExactLabs.com

To Whom It May Concern:

This letter is to inform you that Exact Sciences Laboratories, LLC, is the sole source clinical laboratory provider of Cologuard®, the first and only US Food and Drug Administration (FDA) approved multitarget stool DNA (mt-sDNA) colorectal cancer screening test.[1,2]

Background

Exact Sciences offers a leading portfolio of products for earlier cancer detection and cancer treatment guidance supporting more informed decision making across the cancer continuum.

Cologuard® is intended for the qualitative detection of colorectal neoplasia associated DNA markers and for the presence of occult hemoglobin in human stool. A positive result may indicate the presence of colorectal cancer (CRC) or advanced adenoma (AA) and should be followed by a colonoscopy. Cologuard is indicated to screen adults of either sex, 45 years or older, who are at typical average risk for CRC. Cologuard is not a replacement for diagnostic colonoscopy or surveillance colonoscopy in high-risk individuals.[3]

Cologuard is recognized by the Centers for Medicare and Medicaid Services and the United States Preventive Services Task Force.[4,5] In addition, the National Committee for Quality Assurance includes Cologuard (stool DNA) as an approved method for satisfying the Health Effectiveness Data and Information Set (HEDIS®)* quality measure for colon cancer screening.[6]** Cologuard's inclusion in HEDIS® with a three-year interval provides payers, health systems, and providers quality credit for a three-year lookback period during HEDIS® audits.[7]

Cologuard is performed exclusively at Exact Sciences Laboratories, LLC in Madison, WI and cannot be performed in any other lab including large reference laboratories. The Cologuard test is protected by numerous patents owned by Exact Sciences Corporation. No other companies or labs are authorized to perform the Cologuard test, and there are no other labs in the U.S. that offer a comparable multi-target stool DNA test for colorectal cancer screening.

Exclusive CPT code for mt-sDNA (Cologuard)

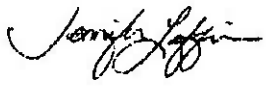
Specific coding for mt-sDNA (Cologuard) has been in effect since January 1, 2015.[8] The mt-sDNA test has a unique current procedural terminology code (CPT) (81528), this allows for easy unequivocal utilization and quality report tracking. On January 1, 2016, a new Category I CPT code became effective for mt-sDNA: "Oncology (colorectal) screening, quantitative real-time target, and signal amplification of 10 DNA markers (KRAS mutations, promoter methylation of NDRG4 and BMP3) and fecal hemoglobin, utilizing stool, algorithm reported as a positive or negative result." The mt-sDNA (Cologuard) test is the only test that fits the long description at the present time. Category I codes are only assigned to products that have FDA approval or clearance (if such approval is required), are widely used by physicians in a manner that is consistent with current medical practice, and which have documented clinical efficacy.

Pertinent Certification and Accreditation Information for Exact Sciences Laboratories, LLC:

Exact Sciences Laboratories, LLC has a Clinical Laboratory Improvement Amendments (CLIA) Certification of Accreditation and is College of American Pathologists (CAP) accredited. It holds Clinical Laboratory Licenses/Permits in New York, Maryland, Rhode Island, California, and Pennsylvania.

In summary, please remember that Exact Sciences Laboratories, LLC is the sole source clinical laboratory provider of the Cologuard test. Should you have any questions or need further clarification, please do not hesitate to contact us at (844) 870-8870.

Sincerely,



Jennifer Laffin, PhD, FACMG
Laboratory Director
Exact Sciences Laboratories, LLC

Laboratory Information:

Exact Sciences Laboratories, LLC, Tax ID 46-3095174, Taxonomy Code 291U00000X, MEDICARE K300128673

CLIA - Site #1 - 52D2072838 CAP# 8968743 AU-ID1722870
145 E. Badger Rd
Madison WI 53713
NPI Number 1629407069

CLIA - Site #2 - 52D2162828 CAP# 8527475 AU-ID is 1920944.
650 Forward Drive
Madison, WI 53711
NPI Number 1487296307

* HEDIS® is a registered trademark of the National Committee for Quality Assurance (NCQA).

**Third-party guidelines and quality measures do not specifically "endorse" commercial products, and inclusion in same does not imply otherwise.

1. Ridge JR, Statz S. Exact Sciences' experience with the FDA and CMS parallel review program. Expert Rev Mol Diagn. 2015;15(9):1117-1124.

2. United States Food and Drug Administration. Premarket approval letter for Cologuard - P130017. 2014; Accessed October 25, 2022 https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfpma/pma.cfm?id=P130017

3. Cologuard Physician Brochure. Exact Sciences Corporation. Madison, WI.

4. Decision Memo for Screening for Colorectal Cancer - Stool DNA Testing (CAG-00440N). October 9, 2014. Accessed October 25, 2022, https://www.cms.gov/medicare-coverage-database/details/nca-decision-memo.aspx?NCAId=277

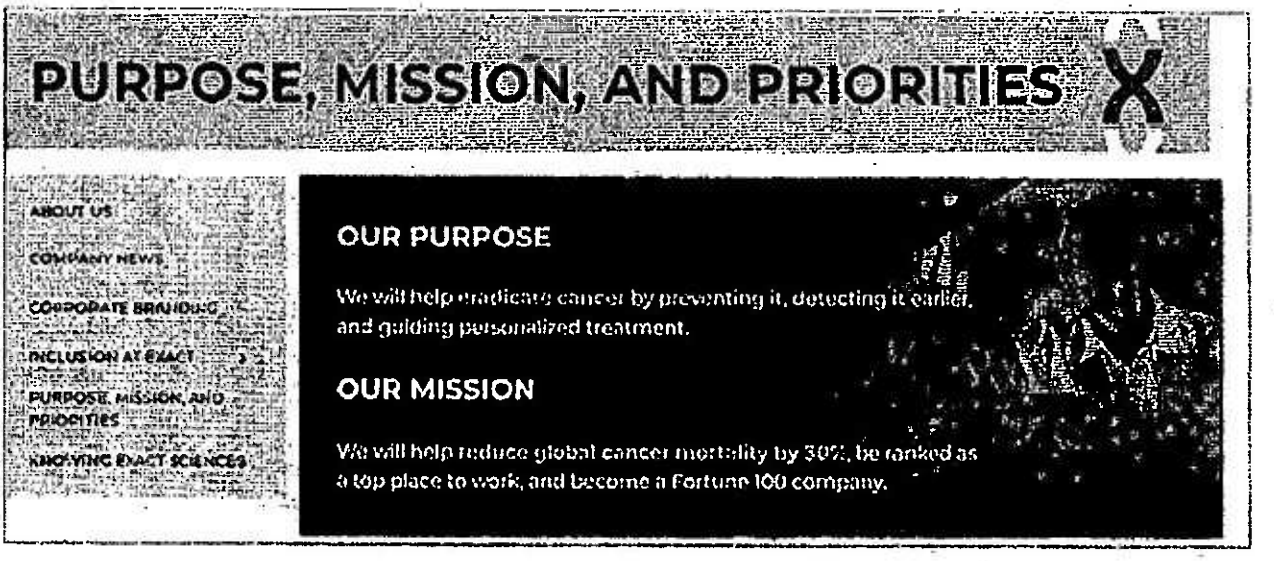
5. Patel SG, May FP, Anderson JC, et al. Updates on age to start and stop colorectal cancer screening: recommendations from the US Multi-Society Task Force on Colorectal Cancer. *Gastroenterol.* 2022;162(1):285-299.

6. NCQA. Colorectal cancer screening (COL). Accessed October 25, 2022. https://www.ncqa.org/hedis/measures/colorectal-cancer-screening/

7. Exact Sciences Corporation. Exact Sciences Announces Inclusion of Cologuard® in HEDIS Quality Measures, October 03, 2016. Accesses October 25, 2022 https://www.exactsciences.com/newsroom/exact-sciences-announces-inclusion-of-cologuard-in-hedis-quality-measures

8. American Medical Association. CPT 2021 Professional Edition. 2021

Exact Sciences Laboratories, LLC.



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **July 31, 2024**

EXACT SCIENCES CORPORATION

(Exact Name of Registrant as Specified in Charter)

Delaware	**001-35092**	**02-0478229**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

5505 Endeavor Lane
Madison, WI 53719
(Address of Principal Executive Offices)(Zip Code)

Registrant's telephone number, including area code: **(608) 284-5700**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	EXAS	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EXACT SCIENCES CORPORATION

Date: July 31, 2024

By: /s/ Aaron Bloomer
Aaron Bloomer
Executive Vice President and Chief Financial Officer

2024 outlook

The Company has maintained its full-year 2024 revenue guidance and raised its full-year 2024 adjusted EBITDA guidance:

	Prior guidance	July 31 update
Total revenue	$2.810 - $2.850 billion	$2.810 - $2.850 billion
Screening	$2.155 - $2.175 billion	$2.155 - $2.175 billion
Precision Oncology	$655 - $675 million	$655 - $675 million
Adjusted EBITDA	$325 - $350 million	$335 - $355 million

Second-quarter 2024 conference call & webcast

Company management will host a conference call and webcast on Wednesday, July 31, 2024, at 5 p.m. ET to discuss second-quarter 2024 results. The webcast will be available at exactsciences.com. Domestic callers should dial 888-330-2384 and international callers should dial +1-240-789-2701. The access code for both domestic and international callers is 4437608. A replay of the webcast will be available at exactsciences.com. The webcast, conference call, and replay are open to all interested parties.

Non-GAAP disclosure

In addition to the Company's financial results determined in accordance with U.S. GAAP, the Company provides non-GAAP measures that it determines to be useful in evaluating its operating performance and liquidity. The Company presents core revenue, non-GAAP gross margin, non-GAAP gross profit, adjusted EBITDA, adjusted EBITDA margin, adjusted cost of sales (exclusive of amortization of acquired intangible assets), adjusted research and development expenses, adjusted sales and marketing expenses, adjusted general and administrative expenses, adjusted amortization of acquired intangible assets, adjusted impairment of long-lived assets, adjusted other operating income (loss), adjusted operating income (loss), and free cash flow. Core revenue is calculated to adjust for recent acquisitions and divestitures, COVID-19 testing revenue and foreign currency exchange rate fluctuations. To exclude the impact of change in foreign currency exchange rates from the prior period under comparison, the Company converts the current period non-U.S. dollar denominated revenue using the prior year comparative period exchange rates. The Company defines non-GAAP gross profit and non-GAAP gross margin as GAAP gross profit and GAAP gross margin, respectively, excluding amortization of acquired intangible assets. The amortization of acquisition-related intangible assets used in the calculation of non-GAAP gross profit and non-GAAP gross margin pertain only to the amortization associated with developed technology acquired and recorded through purchase accounting transactions. The amortization of these intangible assets will recur in future periods until such intangible assets have been fully amortized. Adjusted EBITDA, adjusted cost of sales (exclusive of amortization of acquired intangible assets), adjusted research and development expenses, adjusted sales and marketing expenses, adjusted general and administrative expenses, adjusted amortization of acquired intangible assets, adjusted impairment of long-lived assets, adjusted other operating income (loss), and adjusted operating income (loss) consist of the applicable GAAP measure after adjustment for those items shown in the reconciliations below. Adjusted EBITDA margin is calculated as adjusted EBITDA divided by total revenue. The Company considers free cash flow to be a liquidity measure and is calculated as net cash used in or provided by operating activities, reduced by purchases of property, plant and equipment. Management believes that presentation of non-GAAP financial measures provides useful supplemental information to investors and facilitates the analysis of the Company's core operating results and comparison of operating results across reporting periods. The Company uses this non-GAAP financial information to establish budgets, manage the Company's business, and set incentive and compensation arrangements. The Company believes free cash flow provides useful information to management and investors since it measures our ability to generate cash from business operations. Non-GAAP financial information, when taken collectively, may be helpful to investors because it provides consistency and comparability with past financial performance. However, non-GAAP financial information is presented for supplemental information purposes only, has limitations as an analytical tool and should not be considered in isolation or as a substitute for financial information presented in accordance with U.S. GAAP. For example, non-GAAP gross margin and non-GAAP gross profit exclude the amortization of acquired intangible assets although such measures include the revenue associated with the acquisitions. Additionally, adjusted EBITDA and other adjusted operating result metrics exclude a number of expense items that are included in net loss. As a result, positive adjusted EBITDA or adjusted operating income may be achieved while a significant net loss persists. For a reconciliation of these non-GAAP measures to GAAP, see below "Reconciliation of Core Revenue", "Non-GAAP Gross Profit and Non-GAAP Gross Margin Reconciliations", "Adjusted EBITDA Reconciliations", "Reconciliation of U.S. GAAP to Non-GAAP Measures", and "Condensed Consolidated Statements of Cash Flows and Reconciliation of Free Cash Flow". The Company presents certain forward-looking statements about the Company's future financial performance that include non-GAAP measures. These non-GAAP measures include adjustments like stock-based compensation, acquisition and integration costs including gains and losses on contingent consideration, and other significant charges or gains that are difficult to predict for future periods because the nature of the

services; the acceptance of our products and services by patients and healthcare providers; our ability to meet demand for our products and services; our reliance upon certain suppliers, including suppliers that are the sole source of certain supplies and products used in our tests and operations; approval and maintenance of adequate reimbursement rates for our products and services within and outside of the U.S.; the amount and nature of competition for our products and services; the effects of any judicial, executive or legislative action affecting us or the healthcare system; recommendations, guidelines and quality metrics issued by various organizations regarding cancer screening or our products and services; our ability to successfully develop and commercialize new products and services and assess potential market opportunities; our ability to effectively enter into and utilize strategic partnerships and acquisitions; our success establishing and maintaining collaborative, licensing and supplier arrangements; our ability to obtain and maintain regulatory approvals and comply with applicable regulations; our ability to protect and enforce our intellectual property; the results of our validation studies and clinical trials, including the risks that the results of future studies and trials may differ materially from the results of previously completed studies and trials; our ability to manage an international business and our expectations regarding our international expansion and opportunities; our ability to raise the capital necessary to support our operations or meet our payment obligations under our indebtedness; the potential effects of changing macroeconomic conditions, including the effects of inflation, interest rate and foreign currency exchange rate fluctuations, and geopolitical conflict; the possibility that the anticipated benefits from our business acquisitions will not be realized in full or at all or may take longer to realize than expected; the possibility that costs or difficulties related to the integration of acquired businesses' operations or the divestiture of business operations will be greater than expected and the possibility that integration or divestiture efforts will disrupt our business and strain management time and resources; the outcome of any litigation, government investigations, enforcement actions or other legal proceedings; and our ability to retain and hire key personnel. The risks included above are not exhaustive. Other important risks and uncertainties are described in the Risk Factors sections of our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q, and in our other reports filed with the Securities and Exchange Commission. We undertake no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise.

EXACT SCIENCES CORPORATION
Selected Unaudited Financial Information
Condensed Consolidated Balance Sheets
(Amounts in thousands)

	June 30, 2024	December 31, 2023
Assets		
Cash and cash equivalents	$ 530,180	$ 605,378
Marketable securities	1,416,602	172,266
Accounts receivable, net	263,865	203,623
Inventory	127,373	127,475
Prepaid expenses and other current assets	114,467	85,627
Property, plant and equipment, net	703,083	698,354
Operating lease right-of-use assets	139,807	143,708
Goodwill	2,366,972	2,367,120
Intangible assets, net	1,843,478	1,890,396
Other long-term assets, net	167,468	177,387
Total assets	$ 6,673,295	$ 6,471,334
Liabilities and stockholders' equity		
Convertible notes, net, current portion	$ 248,923	$ —
Current liabilities	419,719	514,701
Convertible notes, net, less current portion	2,317,948	2,314,276
Other long-term liabilities	326,678	335,982
Operating lease liabilities, less current portion	167,665	161,070
Total stockholders' equity	3,192,362	3,145,305
Total liabilities and stockholders' equity	$ 6,673,295	$ 6,471,334

EXACT SCIENCES CORPORATION
Selected Unaudited Financial Information
Non-GAAP Gross Profit and Non-GAAP Gross Margin Reconciliations
(Amounts in thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenue	$ 699,264	$ 622,093	$ 1,336,788	$ 1,224,543
Cost of sales (exclusive of amortization of acquired intangible assets)	189,848	156,991	359,949	313,857
Amortization of acquired intangible assets (1)	21,100	20,718	42,200	41,435
Gross profit	$ 488,316	$ 444,384	$ 934,639	$ 869,251
Gross margin	70 %	71 %	70 %	71 %
Amortization of acquired intangible assets (1)	21,100	20,718	42,200	41,435
Non-GAAP gross profit	$ 509,416	$ 465,102	$ 976,839	$ 910,686
Non-GAAP gross margin	73 %	75 %	73 %	74 %

(1) Includes only amortization of intangible assets identified as developed technology assets through purchase accounting transactions, which otherwise would have been allocated to cost of sales.

EXACT SCIENCES CORPORATION
Selected Unaudited Financial Information
Reconciliation of U.S. GAAP to Non-GAAP Measures
(Amounts in thousands)

	Three Months Ended June 30, 2024							
	Cost of Sales [3]	Research & Development Expenses	Sales & Marketing Expenses	General & Administrative Expenses	Amortization of acquired intangible assets	Impairment of Long-Lived Assets	Other Operating Income	Income (Loss) from Operations
Reported	$ 189,848	$ 120,884	$ 185,270	$ 201,856	$ 23,311	$ 8,152	$ 3,800	$ (26,257)
Amortization of acquired intangible assets	—	—	—	—	(23,311)	—	—	23,311
Acquisition and integration costs [3]	—	—	—	13,239	—	—	—	(13,239)
Impairment of long-lived assets [4]	—	—	—	—	—	(8,152)	—	8,152
Loss on sale of asset and divestiture related costs	—	—	—	—	—	—	(3,800)	(3,800)
License agreement termination [7]	—	(25,933)	—	—	—	—	—	25,933
Adjusted	$ 189,848	$ 94,951	$ 185,270	$ 215,095	$ —	$ —	$ —	$ 14,100

	Six Months Ended June 30, 2024							
	Cost of Sales [3]	Research & Development Expenses	Sales & Marketing Expenses	General & Administrative Expenses	Amortization of acquired intangible assets	Impairment of Long-Lived Assets	Other Operating Income	Income (Loss) from Operations
Reported	$ 359,949	$ 231,492	$ 377,635	$ 444,973	$ 46,622	$ 12,598	$ 5,532	$ (132,949)
Amortization of acquired intangible assets	—	—	—	—	(46,622)	—	—	46,622
Acquisition and integration costs [3]	—	—	—	2,474	—	—	—	(2,474)
Impairment of long-lived assets [4]	—	—	—	—	—	(12,598)	—	12,598
Loss on sale of asset and divestiture related costs	—	—	—	—	—	—	(5,532)	(5,532)
Restructuring [6]	(200)	(2,393)	(222)	(121)	—	—	—	2,936
License agreement termination [7]	—	(25,933)	—	—	—	—	—	25,933
Adjusted	$ 359,749	$ 203,166	$ 377,413	$ 447,326	$ —	$ —	$ —	$ (50,866)

(3) Represents acquisition and related integration costs incurred as a result of the Company's business combinations. Acquisition costs represent legal and professional fees incurred to execute the transaction. There were no acquisition costs incurred for the three and six months ended June 30, 2024 and 2023. Integration related costs represent expenses incurred outside regular business operations, specifically relating to the integration of businesses acquired through a business combination. This includes any gain or loss on contingent consideration liabilities, severance and accelerated vesting of stock awards, and professional services. The remeasurement of the contingent consideration liabilities resulted in a gain of $13.2 million and $7.6 million for the three and six months ended June 30, 2024, respectively. The remeasurement of the contingent consideration liabilities resulted in a loss of $4.2 million and a gain of $4.7 million for the three and six months ended June 30, 2023, respectively. The Company also incurred severance costs and professional service fees which were not significant for the three and six months ended June 30, 2024 and 2023. The majority of the professional service fees relate to the integration of information technology systems.

(4) Represents impairment charges on the Company's long-lived assets. For the three and six months ended June 30, 2024, the Company recorded impairment charges related to certain of our domestic facilities. For the three and six months ended June 30, 2023, the Company recorded an insignificant impairment to building leases that were vacated during the year.

(5) Relates to the sale of the intellectual property and know-how related to the Company's Oncotype DX Genomic Prostate Score® ("GPS") test to MDxHealth SA ("MDxHealth") in August 2022 and the subsequent Second Amendment to the Asset Purchase Agreement related to the sale in August 2023. For the three and six months ended June 30, 2024, this represents a contingent consideration gain.

(6) Includes costs associated with the consolidation of operations related to the closure of one of the Company's domestic laboratory facilities, which was announced in October 2023, and a separate reduction in the Company's workforce due to a simplification of the Company's organizational structure in its international operations. For the six months ended June 30, 2024, this primarily includes accelerated stock-based compensation expense and severance costs related to the laboratory closure. For the six months ended June 30, 2023, this primarily includes accelerated stock-based compensation expense and severance costs related to the Company's international workforce.

(7) The Company terminated its license and sponsored research agreements with The Translational Genomics Research Institute related to its Targeted Digital Sequencing technology, which resulted in the recognition of termination related charges in the second quarter of 2024.

(8) The Company reached settlements with the counterparties related to the Medicare Date of Service Rule Investigation ("DOS Rule Matter") and the Federal Anti-Kickback Statute and False Claims Act qui tam lawsuit during the third quarter of 2023. The Company previously accrued $10 million in the third quarter of 2021 related to the DOS Rule Matter, and made incremental accruals in the first and second quarters of 2023 based on the Company's best estimate of the probable loss on this matter.

(9) Represents Cost of sales (exclusive of amortization of acquired intangible assets) from the Company's condensed consolidated statement of operations.

CHAIRMAN AND CEO, EXAC SCIENCES

Joined Exact Sciences: 2009

Kevin Conroy became CEO of Exact Sciences in 2009 and Chairman in 2014 transforming the organization into one of the world's premier cancer diagn companies with more than 6,500 employees. Under his leadership, Exact Sc working to change the future of cancer care through innovative tests that h cancer, detect it earlier and guide successful treatment.

Kevin led Exact Sciences through the development and commercialization noninvasive colorectal cancer screening test, Cologuard®, which became th medical device or diagnostic to receive simultaneous FDA approval and na Medicare coverage. Since 2014, millions of Americans have used Cologuard colorectal cancer, the second leading cause of cancer death in the United S company also provides the Oncotype DX® test, which has spared more than breast cancer patients from chemotherapy while helping to predict the risk cancer returning.

Kevin has overseen the acquisition of more than 10 companies, including G Health, Thrive, PreventionGenetics, Ashion and Biomatrica, growing Exact S positioning it for future success. Building on its strong foundation, the com robust pipeline which includes tests for multi-cancer early detection and m residual disease.

Before joining Exact Sciences, Kevin served as CEO and President of Third W Technologies, held leadership positions at GE Healthcare and practiced intel property law in private practice.

Kevin serves on the board of the American Clinical Laboratory Association a Technology. He is active in the Wisconsin community, serving as a director Greater Madison Chamber of Commerce.

He has spoken at industry-leading events including the STAT Summit, HLTH Personalized Medicine Conference.

A native of Flint, Michigan, he holds a Bachelor of Science degree in electric engineering from Michigan State University and earned his law degree from University of Michigan Law School.

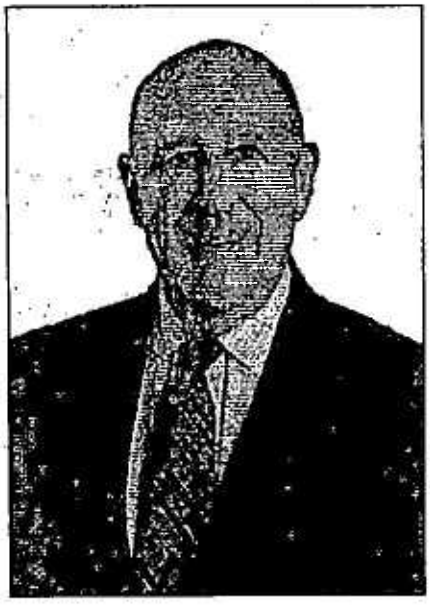
DANIEL LEVANGIE

Director Since: 2010

Daniel J. Levangie is an experienced executive and corporate director with senior operating experience in the field of medical devices and in vitro diagnostics. Mr. Levangie is Co-founder and Manager of ATON Partners, a private investment firm, and Chairman, President & CEO of CereVasc, LLC, an early-stage medical device company. From 2013 through January 2017, Mr. Levangie served as President of Insulet Drug Delivery Systems. From 2011 through 2013, Mr. Levangie was Chief Executive Officer of Dune Medical Devices, Inc., and Co-founder and Managing Partner of Constitution Medical Investors, Inc., a Boston-based private investment and product development firm acquired by Roche Diagnostics Corporation in 2013. Prior to the above, Mr. Levangie held a variety of executive management positions with Cytyc Corporation until the acquisition of Cytyc by Hologic, Inc., in 2007. These positions include Executive Vice President and Chief Operating Officer, Chief Executive Officer and President of Cytyc Health Corporation, Executive Vice President and Chief Commercial Officer and President, Cytyc Surgical Products Division. Prior to joining Cytyc Corporation in 1992, Mr. Levangie held a number of sales, marketing and management positions with Abbott Laboratories. Mr. Levangie is currently a director of CereVasc, LLC, Dune Medical Devices and Renovia, Inc. He previously served as a director of Insulet Corporation, a medical device company, Liposcience, Inc., a diagnostics company, ev3, Inc., a medical device company, and Hologic, Inc., a diagnostic, imaging systems and surgical products company. Mr. Levangie is a member of the Advisory Board of the Barnett Institute of Northeastern University and is a trustee of Excel Charter School, East Boston. Mr. Levangie earned a bachelor's degree in pharmacy from Northeastern University. Levangie brings a wealth of executive, managerial and leadership experience in the healthcare industry to our Board. He has significant director experience from his service on the boards of numerous medical device and biotechnology companies.

- Member of the Audit and Finance Committee
- Member of the Human Capital Committee

GOV. JAMES E. DOYLE



Director Since: 2014

James E. Doyle is currently Of Counsel at Foley & Lardner LLP, an international law firm, as well as Partner of Doyle & Boyce Strategies, a consultant to several national foundations. Prior to his current positions, Mr. Doyle served two terms as the 44th governor of the state of Wisconsin from 2003 to 2011. Prior to his gubernatorial service, Mr. Doyle served three terms as the attorney general of the state of Wisconsin from 1991 to 2003. In connection with his service as attorney general, Mr. Doyle served as president of the National Association of Attorneys General from 1997 to 1998. Mr. Doyle also previously served as the district attorney of Dane County, Wisconsin and worked in private practice. His extensive public service also includes stints in the Peace Corps as a teacher in Tunisia and as an attorney in a federal legal services office on the Navajo Indian Reservation. Mr. Doyle holds a bachelor's degree from the University of Wisconsin-Madison and earned his Juris Doctorate from Harvard Law School. Mr. Doyle brings to our Board of Directors proven leadership and managerial capabilities acquired through his extensive public and private sector experience. He also provides our Board of Directors with deep knowledge of governmental and legal affairs.

- Member of Human Capital Committee
- Member of the Corporate Governance and Nominating Committee

KATHERINE S. ZANOTTI

Director Since: 2009

Katherine S. Zanotti served as Chief Executive Officer of Arbonne International from 2009 until 2018. Ms. Zanotti also served as Chair of Natural Products Group (the holdin company of Arbonne, Nature's Gate, and Leviad) from 2010 until 2018 when Groupe Rocher acquired Natural Products Group and Arbonne International. Arbonne is a botanically based skin care, cosmetic and nutrition company marketed in seven countries, with revenue of over $600 million. From 2002 to 2006, she served as Senior Vice President of Marketing at McDonald's Corporation. Prior to joining McDonald's, M Zanotti was a Vice President at the Procter & Gamble Company and most recently served as Vice President and General Manager of the North American pharmaceutical business and the corporate women's health platform. Ms. Zanotti currently serves on the Board of Trustees of Xavier University and as a director of Cutera, Inc., a developer cosmetic and aesthetic laser equipment. She previously served as a director of Hill-Ro Holdings, Inc., Mentor Corporation, Alberto Culver Company, and Third Wave Technologies, Inc. Ms. Zanotti earned a bachelor's degree in economics and studio fin arts from Georgetown University and a Master of Business Administration with a concentration in marketing and finance from Xavier University. Ms. Zanotti's extensive executive, managerial and leadership experience, including many years in the pharmaceutical industry, positions her well to serve as a member of our Board. Her business acumen and experience on the boards of directors of numerous companies make her a valuable addition to our Board of Directors.

- Chair of the Human Capital Committee

SEC. KATHLEEN SEBELIUS

Director Since: 2019

Kathleen G. Sebelius serves as CEO of Sebelius Resources, LLC, a strategic consulting firm that advises private companies, nonprofit organizations, and financial investors. From 2009 through 2014, Ms. Sebelius served in President Barack Obama's Cabinet as the 21st Secretary of the Department of Health and Human Services. Ms. Sebelius previously served as Governor of Kansas from 2003 to 2009. Previous elected offices include two terms as the Kansas Insurance Commissioner and four terms in the Kansas Legislature. Ms. Sebelius serves as a director of Dermira, Inc., Myovant Sciences Ltd., and the Kaiser Family Foundation. She also co-chairs the Aspen Institute Health Strategy Group and serves on advisory boards for the Dole Institute of Politics, Solera Health, Out Leadership, the Estée Lauder Foundation, and the University of Kansas College of Liberal Arts and Sciences. Ms. Sebelius holds a bachelor's degree from Trinity Washington University and a Master of Public Administration from the University of Kansas. Ms. Sebelius brings a wealth of state and federal government expertise, management insight and health care experience to our Board of Directors with deep knowledge of the systemic challenges and opportunities to improve health care.

- Member of the Corporate Governance and Nominating Committee
- Member of the Innovation, Technology, and Pipeline Committee

MIKE BARBER

Director Since: 2024

Mr. Barber contributes over 40 years of experience serving in a series of executive roles with increasing scope of responsibilities in operations, human capital, engineering, and product management at General Electric Company (NYSE: GE). He is a well-respected innovator, inventor, and healthcare industry leader, with a proven global track record of launching transformational technologies and successfully delivering advanced products to market in the diagnostic imaging and point of care technology fields.

- Chair of the Innovation, Technology & Pipeline Committee
- Member of the Audit & Finance Committee

PAUL CLANCY

Director Since: 2021

Paul Clancy has more than 30 years of experience in financial management and strategic business planning, and served as the Executive Vice President and Chief Financial Officer of Alexion Pharmaceuticals, Inc., a biopharmaceutical company (Nasdaq: ALXN), from July 2017 to November 2019. Prior to joining Alexion, Mr. Clancy served as Executive Vice President, Finance and Chief Financial Officer of Biogen Inc., a biotechnology company (Nasdaq: BIIB), from August 2007 until June 2017. He also served as Senior Vice President of Finance of Biogen, with responsibilities for leading the treasury, tax, investor relations and business planning groups. Prior to the 2003 merger of Biogen, Inc. and IDEC Pharmaceuticals Corporation to form Biogen, Mr. Clancy was the Vice President of Portfolio Management of Biogen. He joined Biogen in 2001 as Vice President of U.S. Marketing. Before Biogen, Mr. Clancy spent 13 years at PepsiCo Inc., a food and beverage company, serving in a variety of financial and general management positions, including Vice President and General Manager of PepsiCo's Great West Business Unit. Mr. Clancy earned a Bachelor of Science in Finance from Babson College and an MBA from Columbia University.

- Chair of the Audit and Finance Committee
- Member of the Corporate Governance and Nominating Committee

SCOTT COWARD

Director Since: 2022

Scott Coward served as our Chief Legal Officer prior to his retirement in December 2022. He previously served in increasing roles of responsibility, including as Executive Vice President, General Counsel, Chief Administrative Officer and Secretary, and Chief Administrative Officer since July 2018. Prior to joining Exact Sciences, Mr. Coward served as Managing Partner of the Raleigh, North Carolina office of K&L Gates LLP, General Counsel at Blue Rhino Corporation, Associate General Counsel at GE Medical Systems, and Partner at Smith Anderson. Mr. Coward holds a bachelor's degree from the University of North Carolina, Chapel Hill and earned his Juris Doctorate from Columbia Law School.

- Member of the Innovation, Technology and Pipeline Committee

SHACEY PETROVIC

Director Since: 2020

Shacey Petrovic has served on Insulet Corporation's board of directors since Septembe 2018. She has also served as an advisor to Insulet since June 2022. Ms. Petrovic has hel various executive positions at Insulet, including from January 2019 to May 2022, President and Chief Executive Officer; from October 2016 to December 2018, President and Chief Operating Officer; from February 2016 to October 2016, Executive Vice President and President, Diabetes Products; and from February 2015 to February 2016, Chief Commercial Officer. From 2013 to 2015, Ms. Petrovic served as President and Chi Executive Officer of Clinical Innovations, LLC, a developer and manufacturer of medica devices and diagnostics for women's health. From 2000 to 2013, she served in a numb of key roles at Hologic, Inc. and Cytyc Corporation, which merged with Hologic in October 2007, including Vice President and General Manager of Hologic's GYN Surgica Products division, as well as various sales and marketing leadership roles in the U.S. an Europe. Ms. Petrovic earned her Bachelor of Science in Biology from the University of Wisconsin. She also currently serves on the Board of Directors for Ambu A/S. Ms. Petrovic's significant executive and board experience and her decades of experience within the healthcare industry provides a valuable perspective to our Board of Directo

- Chair of the Corporate Governance and Nominating Committee