

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER
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JOHN V. SCIPPA
INTERIM COMMISSIONER

35

July 14, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections (NHDOC) to enter into a **RETROACTIVE SOLE SOURCE** six-month contract with BioReference Health, LLC. (VC # 166519), 481 Edward H. Ross Drive, Elmwood Park, NJ 07407, in the amount of \$241,623.22 for the provision of On-Site Clinical Laboratory services effective July 1,2025 through December 31, 2025. 100% General Funds.

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

BioReference Health, LLC			
Account	Description	FY 2026	Total
02-46-46-465010-82340000-101-500729	Medical Providers	\$241,623.22	\$241,623.22
Total Contract Amount			\$241,623.22

EXPLANATION

This contract is **RETROACTIVE** and **SOLE SOURCE** due to the outcome of a previously posted RFP for a Comprehensive Medical Contract that included on-site clinical lab services; the contract was not pursued as it was cost prohibitive. Due to this outcome, the Department is requesting to enter into a six-month contract with the current vendor to continue on-site clinical lab services while the RFP process is conducted. Following the unsuccessful Comprehensive Medical RFP, a separate RFP specifically for on-site clinical lab services was posted from May 13 to May 27, 2025, on both the NHDOC and the Department of Administrative Services websites. In addition, seven (7) potential vendors were directly notified. However, no responses were received. The current vendor has agreed to a six-month extension with no price increases while the Department works to attract responses.

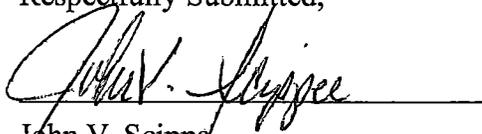
The purpose of this contract is for the continued provision of clinical laboratory and phlebotomy services. Clinical laboratory services are a critical and necessary component of the overall NHDOC healthcare delivery system. Basic lab work is performed on all inmates upon admission to facilities and is ordered clinically throughout their incarceration. Services provided include blood, urine, sputum and tissue analysis for a wide spectrum of diseases and health conditions.

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

The six-month contract will allow time for the NHDOC to repost the RFP for a longer period to attract responses and competitive pricing.

The Department of Corrections has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "John V. Scippa", is written over a solid horizontal line.

John V. Scippa
Interim Commissioner

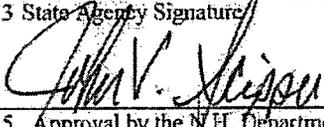
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 PO Box 1806 64 South Street Concord, NH 03301	
1.3 Contractor Name BioReference Health LLC		1.4 Contractor Address 481 Edward H. Ross Drive Elmwood Park, NJ 07407	
1.5 Contractor Phone Number 800-229-5227	1.6 Account Unit and Class 02-46-46-465010- 82340000-101-500729	1.7 Completion Date 12/31/2025	1.8 Price Limitation \$241,623.22
1.9 Contracting Officer for State Agency Mary Reed		1.10 State Agency Telephone Number 603-271-7363	
1.11 Contractor Signature  Date: 7/8/25		1.12 Name and Title of Contractor Signatory Craig Allen President & CEO	
1.13 State Agency Signature  Date: 7/14/25		1.14 Name and Title of State Agency Signatory John V. Scippa, Interim Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Jessica King On: 7/15/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



Contractor Initials ACA
 Date 7/8/25

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.



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.



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 ACA
Date 7/18/25

*State of NH, Department of Corrections
On-Site Clinical Laboratory Services
CONTRACT NHDOC 26-00-GFMED*

Special Provisions, Exhibit A

There are no additional provisions set forth in this EXHIBIT, Special Provisions, to be incorporated as part of this contract.

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Division of Medical & Forensic Services

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Contractor Initials

Date

X/M
7/8/25

**State of NH, Department of Corrections
On-Site Clinical Laboratory Services
CONTRACT NHD0C 26-00-GFMED**

Scope of Services, Exhibit B

1. Purpose

To provide On-Site Clinical Laboratory Services for the patient population of the Northern NH Correctional Facility (NCF) and the Southern NH Correctional Facilities and On-Site Phlebotomy Services for the Southern NH Correctional Facilities of the NH Department of Corrections (NHD0C) correctional system.

2. Performance Period

Contract awarded is to be effective July 1, 2025 through December 31, 2025.

3. Service Locations

3.1. On-Site Clinical Laboratory Service Locations shall be performed at the following NHD0C locations:

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

3.2. On-Site Phlebotomy Service Locations for the Southern Region:

Southern Region – Southern NH Correctional Facilities		
NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301
Division of Rehabilitative Services – Men Calumet House ²	126 Lowell Street	Manchester, NH 03104
Division of Rehabilitative Services – Men Transitional Work Center (TWC)	275 North State Street	Concord, NH 03301
Division of Rehabilitative Services – Men North End House	1 Perimeter Road	Concord, NH 03301
Division of Rehabilitative Services – Women (Shea Farm)	60 Iron Works Road	Concord, NH 03301

¹ It is the Inmate's responsibility to go to the Contractor's location anywhere in the State for clinical lab services if ordered by a NHD0C provider.

² It is the Inmate's responsibility to go to the Contractor's location anywhere in the State for clinical lab services if ordered by a NHD0C provider.

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Contractor Initials XMA
Date 7/8/25

*State of NH, Department of Corrections
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- 3.3. Phlebotomy Services for the Northern Region will be provided by ancillary contracted services.
- 3.4. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term. On-Site Clinical Laboratory and Phlebotomy Services shall be provided by the Contractor to patients of alternative locations in the event that the State relocates its facilities.
- 4. Clinical Laboratory and Phlebotomy Services**
- 4.1. Lab tests as identified, Estimated Budget/Method of Payment, Exhibit C.
- 4.2. Additional Lab tests that the Contractor may/can provide that are not listed in the Exhibit C, Clinical Laboratory Fee Schedule.
- 4.3. Provide any other lab tests required on an as needed basis including court ordered tests and those required by NH State law.
- 4.4. Retrieval of samples/specimens from the NH Department of Corrections.
- 4.5. Phlebotomy services to include but not limited to:
- Venipuncture services;
 - Specimen collection time and training;
 - Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites.
 - Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy contracted staff.
- 4.6. Provide laboratory data via a bidirectional interoperability interface with the NH Department of Corrections Electronic Health Record (EHR) system.
- 4.7. Contractor shall assume all software development costs for the bi-directional interoperability interface of the Department's EHR system.
- 4.8. Contractors shall adhere to RSA 623-C:2, as amended effective July 1, 2015, pursuant to RSA 151, where the NH Department of Corrections shall pay no more than one hundred ten percent (110%) of the Medicare allowable rate unless waived by the Commissioner of the NH Department of Corrections as allowed pursuant to RSA 623-C:2, (e) and (f). Contractors shall utilize the April, 2025 Centers of Medicare & Medicaid Services (CMS) Laboratory Fee Schedule detailed in Estimated Budget/Method of Payment, Exhibit C.
- 4.9. Phlebotomy services will be provided in all units identified in the On-Site Phlebotomy Service Locations to include medically isolated and quarantined tiers. The NH Department of Corrections will provide the Contractor with appropriate personal protective equipment (PPE) when services are being provided in medically isolated and quarantined tiers.
- 5. Retrieval Sites of Samples/Specimens**
- 5.1. Retrieval of samples/specimens from the NH Department of Corrections retrieval sites shall be performed on a daily basis as part of the service provided by the Contractor.
- 5.2. Retrieval times shall be determined between the Contractor and each NH Department of Correction's facility.
- 6. Written Laboratory Reports**
- 6.1. Written lab reports shall be furnished within twenty-four (24) hours of test completion via an interface with the NH Department of Corrections EHR system.
- 6.2. The Contractor selected shall demonstrate the capability to provide data via a bidirectional lab interface with the Department's EHR Contractor.

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*State of NH, Department of Corrections
On-Site Clinical Laboratory Services
CONTRACT NHD0C 26-00-GFMED*

- 6.3. Final lab test reports shall include results of all tests ordered on a single requisition.
- 6.4. In the event that the EHR is inoperable, the Contractor shall expedite the delivery of the final written lab reports by fax or courier Sunday through Saturday for the life of the Contract.

7. Format of Laboratory Test Results

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

8. Abnormal and Reportable Laboratory Results

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

9. Phlebotomy Service Schedule

- 9.1. Phlebotomy services shall be provided by the Contractor five (5) times per week for up to twenty-two (22) hours for the NH State Prison for Men (NHSP-M) to include: once (1) a week for the Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), Special Housing Unit (SHU), Close Custody Unit (CCU), and Rehabilitative Services for Men. As well as one (1) time per week (up to five and a half (5.5) hours) at the NH Correctional Facility for Women (NHCF-W) and up to two and a half (2.5) hours of additional phlebotomy services as needed for a combined total of thirty (30) hours.
- 9.2. The on-site schedule of the phlebotomist shall be determined by the NH Department of Corrections. If the NH Department of Corrections nursing staff perform venipuncture, there will be no special preparations of the specimen, i.e., no slide preparations or other lab preps such as transfer of specimens from one tube to another.
- 9.3. Phlebotomist shall be on-site for a maximum of six (6) hours per session per facility/site as mutually agreed upon between the Contractor and the NH Department of Corrections. Should additional hours be required due to cancellation of a scheduled session, the makeup schedule shall be mutually agreed upon between the Contractor and the NH Department of Corrections.
- 9.4. Phlebotomy services will be provided in all units identified in the On-Site Phlebotomy Service Locations to include medically isolated and quarantined tiers. The NH Department of Corrections will provide the Contractor with appropriate personal protective equipment (PPE) when services are being provided in medically isolated and quarantined tiers.

10. Utilization Management Reports

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

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Division of Medical & Forensic Services

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Contractor Initials

Date

KCM
7/8/25



*State of NH, Department of Corrections
On-Site Clinical Laboratory Services
CONTRACT NHDOC 26-00-GFMED*

11. Supplies

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

12. Venipuncture Training

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

13. General Service Provisions

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

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

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

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

13.5. Contractor Employee Information: Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by Contractor and/or sub-contractors who provide services to NHDOC. Upon award of a Contract, NHDOC Director of Medical & Forensic Services or designee will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or sub-contractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety (NHDOS) to NHDOC and a procedural review of said reports by the Department.

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

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

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

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;

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- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire;
 - Individuals with a history of drug diversion;
 - Individuals who were a former State of NH employee and/or former contract employee that was dismissed for cause or resigned or retired pending investigation;
 - Individuals previously employed with the NHD0C without prior approval of the NHD0C; and
 - Relatives or associates of people currently incarcerated or under Departmental supervision (probation or parole) may not be permitted to provide services without prior approval of the NHD0C.
- 13.5.4. Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical & Forensic Services and/or designee of the NHD0C.
- 13.6. Licenses, Credentials and Certificates: The Contractor shall ensure NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.
- 13.7. Admittance: The NHD0C may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under a contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.
- 13.8. Contractor Sign-In Sheet: Contractors' staff shall be expected to sign-in and out of the corresponding facility receiving services. At a minimum, Contractor staff shall provide their company name, personal first and last name, time-in and time-out, date of service and type, date of services, corresponding facility and may be required to provide vehicle make, model and license plate number.

14. Non-Exclusive Contract

NHD0C reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State Contractors performing services which relate to the work or Deliverables set forth in this Agreement.

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

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>

16. Prison Rape Elimination Act (PREA) of 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any

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form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. . Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>

17. Protected Health Information (PHI)

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

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

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

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

18. Health Insurance Portability and Accountability Act (HIPAA)

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

19. Change of Ownership

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

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20. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

- 20.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 20.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 20.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, P.O. Box 1806, Concord, NH 03302.

21. Contractor's Liaison Responsibilities

Contractor's designated liaison shall be responsible for:

- 21.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.
- 21.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 21.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 21.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

22. NH Department of Corrections Contract Liaison Responsibilities

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:

- 22.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed.
- 22.2. Monitoring compliance with the terms of the Contract.
- 22.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract.
- 22.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 22.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

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23. Reporting Requirements

- 23.1. Contractor shall provide any and all reports on a monthly basis according to a schedule and format to be determined by the including but not limited to:
- 23.1.1. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of the NH Department of Corrections.
- 23.1.2. Reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, P.O. Box 1806, Concord, NH 03302

24. Performance Evaluation

- NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 24.1. The NH Department of Corrections, Contracting Officer for State Agency or designee, at a minimum of four times a year will assess the performance of the product relative to the Contractor's compliance with the Contract as set forth in the approved Contract. Examples of performance include but not limited to:
- 24.1.1. Request additional report the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
- 24.1.2. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.

25. Performance Measures

- NH Department of Corrections shall, at its sole discretion:
- 25.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 25.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
- 25.2.1. Does not comply with the terms of the Contract.
- 25.2.2. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

26. Bankruptcy or Insolvency Proceeding Notifications

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

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27. Cancellation of Contract

NH Department of Corrections may cancel the Contract at any time for any reason by providing the Contractor with a thirty (30) day written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

28. Contractor Transition

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

29. Audit Requirement

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

30. Notification to the Contractor

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

31. Information

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

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32. Contractor Personnel

- 32.1. Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 32.2. The Department shall be advised of and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

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

Form Number P-37 (version 02/23/23); Certificate of Good Standing (COGS); Certificates of Authority/Vote; Certificate of Insurance; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form; Health Insurance Portability and Accountability Act (HIPAA) - Business Associate Agreement; and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the COGS, are located as a separate link on the NH Department of Corrections website: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources> with instructions found in the Proposal Check Sheet.

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7/8/25

**State of NH, Department of Corrections
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Estimated Budget/Method of Payment, Exhibit C

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

Item #	Current Procedural Terminology (CPT)	Laboratory Test Description	2025 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Estimated Volume	Total Cost (Est. Vol. X Unit Cost)
1	36415	Phlebotomy Draw - All Sites	\$ 9.99	\$ 3.00	1,100	\$ 3,300.00
2	86900, 86901	ABO Blood Group and Type (Rockleigh)	\$ 6.58	\$ 7.31	2	\$ 14.62
3	85048	Absolute Neutrophil	\$ 8.55	\$ 4.48	975	\$ 4,367.37
4	82024	ACTH	\$ 42.48	\$ 38.01	6	\$ 228.06
5	82040	Albumin	\$ 5.45	\$ 6.05	2	\$ 12.10
6	82088	Aldosterone	\$ 44.83	\$ 34.35	6	\$ 206.12
7	86003	Allergen, Banana	\$ 5.74	\$ 3.78	2	\$ 7.56
8	86003	Allergen, Chili Pepper	\$ 5.74	\$ 5.09	2	\$ 10.19
9	86003	Allergen, Green Bell Pepper	\$ 5.74	\$ 5.09	2	\$ 10.18
10	86003	Allergen, Milk (cow)	\$ 5.74	\$ 11.35	1	\$ 11.35
11	86003	Allergen, Codfish	\$ 5.74	\$ 5.09	2	\$ 10.19
12	86003	Allergen, Peanut	\$ 5.74	\$ 4.50	6	\$ 27.00
13	86003	Allergen, Shrimp	\$ 5.74	\$ 5.09	2	\$ 10.19
14	86003	Allergen, Tuna	\$ 5.74	\$ 5.09	2	\$ 10.19
15	86003	Allergen, Salmon	\$ 5.74	\$ 5.09	2	\$ 10.19
16	86003	Allergen, Cashew	\$ 5.74	\$ 5.09	2	\$ 10.19
17	86003	Allergen, Almond	\$ 5.74	\$ 5.09	2	\$ 10.19
18	86003	Allergen, Pecan	\$ 5.74	\$ 5.09	2	\$ 10.19
19	86003	Allergen, Onions	\$ 5.74	\$ 5.09	2	\$ 10.19
20	86003	Allergen, Lobster	\$ 5.74	\$ 5.09	1	\$ 5.09
21	86003	Allergen, Mushroom	\$ 5.74	\$ 5.09	3	\$ 15.28
22	86003	Allergen, Crab	\$ 5.74	\$ 5.09	2	\$ 10.19
23	86003	Allergen, Clam	\$ 5.74	\$ 5.94	2	\$ 11.88
24	86003	Allergen, Walnut	\$ 5.74	\$ 5.09	2	\$ 10.19
25	86003	Allergen, Tomato	\$ 5.74	\$ 5.09	2	\$ 10.19
26	86003	Allergen, Corn	\$ 5.74	\$ 5.09	2	\$ 10.19
27	86003	Allergen, Gluten	\$ 8.60	\$ 5.94	4	\$ 23.78
28	86003	Allergen, Pork	\$ 5.74	\$ 5.09	2	\$ 10.19
29	86003	Allergen, Chicken	\$ 5.74	\$ 5.09	2	\$ 10.19
30	86003	Allergen, Catfish	\$ 5.74	\$ 5.94	1	\$ 5.94
31	86003	Allergen, Soy Bean	\$ 5.74	\$ 5.09	2	\$ 10.18
32	82105	Alpha Fetoprotein, Tumor Marker	\$ 70.85	\$ 9.00	75	\$ 675.00
33	82140	Ammonia, Blood	\$ 16.03	\$ 13.86	12	\$ 166.32
34	82150	Amylase	\$ 7.13	\$ 5.40	18	\$ 97.20
35	86038	ANA by IFA, IgG	\$ 13.30	\$ 6.23	12	\$ 74.74
36	84702	Beta-Hcg, Quantitative Tumor Marker	\$ 16.56	\$ 5.74	6	\$ 34.44
37	86140	C Reactive Protein;	\$ 5.70	\$ 5.87	119	\$ 698.29
38	86301	CA 19-9	\$ 22.89	\$ 19.48	6	\$ 116.86

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**State of NH, Department of Corrections
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Item #	Current Procedural Terminology (CPT)	Laboratory Test Description	2025 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Estimated Volume	Total Cost (Est. Vol. X Unit Cost)
39	82360	Calculi (Stone) Analysis	\$ 14.19	\$ 15.73	6	\$ 94.39
40	83993	Calprotectin, Fecal	\$ 21.59	\$ 135.00	5	\$ 675.00
41	82378	Carcinoembryonic Antigen (CEA)	\$ 20.86	\$ 16.99	12	\$ 203.90
42	86361	CD4 Absolute and Percent	\$ 184.73	\$ 22.50	12	\$ 270.00
43	86360	CD4; CD8 Profile	\$ 184.73	\$ 22.50	12	\$ 270.00
44	82784, 83516, 86255	Celiac Disease Profile	\$ 39.81	\$ 40.19	4	\$ 160.78
45	87491, 87591	Chlamydia/Gonococcus, NAA	\$ 77.20	\$ 42.30	350	\$ 14,805.00
46	86160	Complement, C3, Serum	\$ 13.20	\$ 10.49	6	\$ 62.91
47	86160	Complement, C4, Serum	\$ 13.20	\$ 9.36	6	\$ 56.16
48	86880	Coombs, Direct	\$ 5.93	\$ 6.59	1	\$ 6.59
49	82533	Cortisol AM	\$ 17.93	\$ 14.01	6	\$ 84.08
50	82550	Creatine Kinase	\$ 7.16	\$ 5.45	6	\$ 32.67
51	82565	Creatinine	\$ 5.63	\$ 4.60	6	\$ 27.59
52	86140	CRP, Quantitative	\$ 5.70	\$ 5.87	119	\$ 698.29
53	87075	Culture, Clostridium Difficile	\$ 24.60	\$ 40.58	68	\$ 2,759.24
54	87101	Culture, Fungus, Yeast Only	\$ 9.25	\$ 9.41	1	\$ 9.41
55	87070	Culture, Genital	\$ 9.48	\$ 10.53	1	\$ 10.53
56	87045, 87046, 87427	Culture, Stool (Formed & Liquid)	\$ 31.15	\$ 19.80	18	\$ 356.40
57	87070	Culture, Throat (Upper Respiratory Culture)	\$ 9.48	\$ 9.09	12	\$ 109.08
58	87086	Culture, Urine	\$ 8.88	\$ 8.53	80	\$ 682.56
59	87340	HEPATITIS B SURFACE ANTIGEN	\$ 11.36	\$ 26.25	402	\$ 10,552.50
60	86200	Cyclic Citrullinated Peptide Antibody, IgG	\$ 14.25	\$ 35.10	6	\$ 210.60
61	80162	Digoxin	\$ 14.61	\$ 11.25	6	\$ 67.50
62	80185	Dilantin®, Total (Phenytoin)	\$ 14.58	\$ 6.13	6	\$ 36.77
63	85379	D-Dimer	\$ 11.20	\$ 12.44	2	\$ 24.88
64	86665	Epstein Barr Virus, IgM	\$ 19.95	\$ 14.18	2	\$ 28.35
65	82668	Erythropoietin (ARUP)	\$ 20.67	\$ 22.47	1	\$ 22.47
66	82670	Estradiol	\$ 30.73	\$ 26.75	12	\$ 320.98
67	81241	Factor V Leiden (F5) R506Q, Mutation	\$ 80.71	\$ 36.25	6	\$ 217.50
68	81241	Factor V Leiden	\$ 80.71	\$ 36.25	6	\$ 217.50
69	86038	FANA (ARUP)	\$ 13.30	\$ 6.23	6	\$ 37.37
70	82728	Ferritin	\$ 14.99	\$ 8.10	310	\$ 2,511.00
71	83001	Follicle Stimulating Hormone (FSH)	\$ 20.44	\$ 22.71	2	\$ 45.41
72	86780	FTA/ABS	\$ 14.56	\$ 8.80	12	\$ 105.62
73	82977	Glutaryl Transferase (GGT)	\$ 7.92	\$ 6.30	6	\$ 37.80
74	83010	Haptoglobin	\$ 13.84	\$ 11.18	6	\$ 67.07
75	82785	IMMUNOGLOBULIN E (IGE), SERUM/PLASMA	\$ 18.11	\$ 17.50	60	\$ 1,050.00
76	86677	Helicobacter Pylori Antibody, IFF/IgG	\$ 18.54	\$ 21.60	1	\$ 21.60
77	81256	Hemochromatosis Hereditary Screening Test	\$ 71.90	\$ 129.60	4	\$ 518.40

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Contractor Initials

Date

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7/8/25

**State of NH, Department of Corrections
On-Site Clinical Laboratory Services
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Item #	Current Procedural Terminology (CPT)	Laboratory Test Description	2025 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Estimated Volume	Total Cost (Est. Vol. X Unit Cost)
78	83036	Hemoglobin A1C	\$ 10.68	\$ 4.95	875	\$ 4,331.25
79	85025	Hemogram, Complete Blood Count (CBC) w/Diff	\$ 8.55	\$ 4.48	975	\$ 4,367.37
80	85027	Hemogram, Complete (CBC) w/o Diff	\$ 8.55	\$ 4.48	975	\$ 4,367.37
81	80076	Hepatic Function Panel (SD)	\$ 8.99	\$ 6.30	24	\$ 151.20
82	87522	Hepatitis C Virus RNA by PCR (Quantitative)	\$ 47.12	\$ 125.00	134	\$ 16,750.00
83	87522	Hepatitis C Virus RT-PCR, Quant (Graph)	\$ 47.12	\$ 125.00	134	\$ 16,750.00
84	80074	Hepatitis Panel, Acute	\$ 52.39	\$ 57.48	6	\$ 344.90
85	87535	Hiv-1 probe	\$ 38.60	\$ 61.50	3	\$ 184.50
86	87536	HIV-1 RNA PCR (Non-Graph)	\$ 93.61	\$ 135.00	20	\$ 2,700.00
87	83090	Homoysteine, Plasma	\$ 19.71	\$ 18.41	6	\$ 110.43
88	84702	Human Chorionic Gonadotropin (hCG Quant)	\$ 16.56	\$ 15.89	36	\$ 572.18
89	82784	Immunoglobulin A, Quant	\$ 10.23	\$ 5.66	6	\$ 33.97
90	82784	Immunoglobulin G, Quant	\$ 10.23	\$ 5.66	6	\$ 33.97
91	82784	Immunoglobulin M, Quant	\$ 10.23	\$ 5.66	6	\$ 33.97
92	82784 (x3)	Immunoglobulins (A, G, M)	\$ 30.69	\$ 16.97	6	\$ 101.84
93	83540, 83550	Iron-Total, TIBC & Saturation	\$ 16.73	\$ 11.59	250	\$ 2,898.00
94	80177	Keppra® (Levetiracetam) Serum or Plasma	\$ 14.58	\$ 33.08	14	\$ 463.05
95	80307	K2 Spice, Urine	\$ 68.35	\$ 34.20	6	\$ 205.20
96	83615	Lactic Dehydrogenase (LDH)	\$ 6.64	\$ 6.30	6	\$ 37.80
97	80175	Lamotrigine (Lamictal®), Serum	\$ 14.58	\$ 27.22	4	\$ 108.89
98	80061	Lipid Profile	\$ 14.73	\$ 4.05	800	\$ 3,240.00
99	80178	Lithium	\$ 7.27	\$ 9.00	25	\$ 225.00
100	83690	Lipase	\$ 7.58	\$ 9.00	20	\$ 180.00
101	83002	Luteinizing Hormone	\$ 20.37	\$ 24.00	2	\$ 48.01
102	86617 (x2)	Lyme ABS, IgG & IgM by Western Blot	\$ 34.08	\$ 20.81	6	\$ 124.85
103	86618	Lyme Disease Antibody	\$ 18.73	\$ 32.31	1	\$ 32.31
104	86618, 86617 (x2)	Lyme AB/Western Blot Reflex	\$ 18.73	\$ 8.19	12	\$ 98.28
105	83735	Magnesium, Serum	\$ 7.37	\$ 6.12	75	\$ 459.00
106	80048	Metabolic Panel, Basic	\$ 9.31	\$ 7.20	120	\$ 864.00
107	80053	Metabolic Panel, Comprehensive: ALT/SGPT; A.G.Ratio; Albumin; Alkaline Phosphatase; AST/SGOT; Bilirubin, Total; BUN; BUN: Creatinine Ratio; Calcium; Carbon Dioxide, Total; Chloride; Creatinine; Globulin, Total; Glucose; Potassium; Protein, Total; Sodium Metabolic Panel, Basic	\$ 11.62	\$ 4.32	1,100	\$ 4,752.00
108	83921	Methylmalonic Acid, Serum	\$ 23.33	\$ 42.53	1	\$ 42.53
109	83516	Mitochondrial M2 Antibody	\$ 28.00	\$ 6.33	6	\$ 37.96
110	86308	Mono Test	\$ 5.70	\$ 9.00	1	\$ 9.00

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

Division of Medical & Forensic Services

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Contractor Initials

Date

W/O
7/18/25

**State of NH, Department of Corrections
On-Site Clinical Laboratory Services
CONTRACT NHD0C 26-00-GFMED**

Item #	Current Procedural Terminology (CPT)	Laboratory Test Description	2025 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Estimated Volume	Total Cost (Est. Vol. X Unit Cost)
111	83930	Osmolality, Serum	\$ 7.27	\$ 6.87	6	\$ 41.20
112	80183	Oxcarbazepine	\$ 14.58	\$ 56.11	1	\$ 56.11
113	*85060	Peripheral Blood Smear-Hempathology Consultation	\$ 8.55	\$ 4.48	975	\$ 4,367.37
114	84100	Phosphorus	\$ 5.21	\$ 4.28	24	\$ 102.60
115	84134	Precalbin	\$ 16.05	\$ 13.59	6	\$ 81.54
116	84702	Pregnancy Serum hCG Quantitative	\$ 16.56	\$ 15.89	6	\$ 95.36
117	84146	Prolactin	\$ 21.32	\$ 14.54	18	\$ 261.79
118	84155, 84165	Protein Electrophoresis, Serum	\$ 15.85	\$ 6.26	14	\$ 87.70
119	85305, 85306 (2)	Protein S Deficiency Profile	\$ 16.85	\$ 51.64	1	\$ 51.64
120	81240	Prothrombin (F2) G20210A Mutation	\$ 72.26	\$ 103.50	1	\$ 103.50
121	85610	Protime-INR (PT)	\$ 4.72	\$ 4.81	82	\$ 394.09
122	85610, 85730	PT and PTT-Activated	\$ 312.04	\$ 7.34	6	\$ 44.06
123	85730	PTT-Activated	\$ 6.61	\$ 12.15	1	\$ 12.15
124	84153	PSA (Annual Screening)	\$ 20.23	\$ 8.10	240	\$ 1,944.00
125	83970	PTH Intact	\$ 45.41	\$ 50.45	1	\$ 50.45
126	86480	QuantiFERON® TB Gold (In Tube)	\$ 68.18	\$ 58.50	4	\$ 234.00
127	86038	R-Anti-Nuclear AB IgG	\$ 13.30	\$ 6.23	6	\$ 37.37
128	80069	Renal Function Panel	\$ 13.10	\$ 10.61	6	\$ 63.67
129	85045	Retic Count	\$ 4.39	\$ 4.88	24	\$ 117.07
130	86431	Rheumatoid Factor	\$ 6.24	\$ 6.93	13	\$ 90.09
131	86592	RPR	\$ 4.70	\$ 5.22	423	\$ 2,208.06
132	85651	Sedimentation Rate-ESR	\$ 2.97	\$ 3.24	115	\$ 372.60
133	85660	Sickle Cell Test	\$ 6.06	\$ 10.70	1	\$ 10.70
134	83516	Smooth Muscle Antibodies	\$ 13.26	\$ 5.81	6	\$ 34.83
135	86592	Syphilis Test w/ Confirmation	\$ 4.70	\$ 5.22	423	\$ 2,208.06
136	84480	Ts, Total	\$ 15.60	\$ 17.33	6	\$ 104.00
137	80197	Tacrolimus (ARUP)	\$ 15.10	\$ 56.70	2	\$ 113.40
138	84403	Testosterone, Total	\$ 28.39	\$ 31.55	19	\$ 599.53
139	84402, 84403	Testosterone, Free, & Total Adult Male	\$ 57.74	\$ 49.85	24	\$ 1,196.42
140	84436, 84443, 84479, 84480	Thyroid Profile II, Comprehensive	\$ 58.67	\$ 36.90	24	\$ 885.60
141	86376	Thyroid Peroxidase Antibodies	\$ 16.01	\$ 17.78	3	\$ 53.35
142	84439	Thyroxine (T4), Free, Direct, Serum	\$ 9.92	\$ 11.02	139	\$ 1,531.22
143	86777	Toxoplasma IgGAB	\$ 15.83	\$ 26.10	1	\$ 26.10
144	86780	Treponema Pallidum Antibody By MHA	\$ 14.56	\$ 8.80	24	\$ 211.25
145	84443	Thyroid-Stimulating Hormone (TSH)	\$ 18.48	\$ 7.20	250	\$ 1,800.00
146	87661	Trichomonas (Standalone Test)	\$ 38.60	\$ 49.50	35	\$ 1,732.50
147	84550	Uric Acid, Serum	\$ 4.97	\$ 5.53	9	\$ 49.73
148	81001, 87086	*Urinalysis, Complete w/ Micro, w/ Reflex Culture, Routine	\$ 3.49	\$ 3.38	100	\$ 337.50

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

Division of Medical & Forensic Services

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Contractor Initials *ACB*
Date *7/8/25*

**State of NH, Department of Corrections
On-Site Clinical Laboratory Services
CONTRACT NHD0C 26-00-GFMED**

Item #	Current Procedural Terminology (CPT)	Laboratory Test Description	2025 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Estimated Volume	Total Cost (Est. Vol. X Unit Cost)
149	80164	Valproic Acid	\$ 14.89	\$ 10.80	24	\$ 259.20
150	82607, 82746	Vitamin B12 & Folate	\$ 32.76	\$ 12.08	250	\$ 3,019.50
151	82306	Vitamin D25 Hydroxy (D3 Metabolite)	\$ 32.56	\$ 34.89	334	\$ 11,654.26
152	86256 (x3)	Antineutrophil Cytoplasmic Antibodies (ANCA)	\$ 13.26	\$ 44.20	1	\$ 44.20
153	87186	Sensitivity organism	\$ 9.52	\$ 8.74	130	\$ 1,136.08
154	81596	HCV Fibrosure	\$ 62.03	\$ 156.41	165	\$ 25,808.17
155	80299	Aripiprazole	\$ 15.40	\$ 92.78	3	\$ 278.33
156	80342	Risperidone	\$ 15.40	\$ 62.78	3	\$ 188.33
157	80299	Paliperidone	\$ 15.40	\$ 62.78	3	\$ 188.33
158	86225; 86235*4	ANTINUCLEAR ANTIBODY EVALUATION (ANA)	\$ 94.01	\$ 124.90	5	\$ 624.50
159	82670; 83001; 83002	LH, FSH, ESTRADIOL	\$ 71.54	\$ 122.65	8	\$ 981.20
160	82652	VITAMIN D, 1, 25-DIHYDROXY, SERUM	\$ 42.35	\$ 104.55	1	\$ 104.55
161	84481	T3 FREE, SERUM	\$ 18.63	\$ 81.55	54	\$ 4,403.70
162	87389	HIV AG/AB 4TH GENERATION	\$ 26.49	\$ 40.00	437	\$ 17,480.00
163	86704	HEPATITIS B CORE ANTIBODY, TOTAL	\$ 13.26	\$ 39.05	71	\$ 2,772.55
164	86705	HEPATITIS B CORE ANTIBODY, IGM	\$ 12.95	\$ 30.00	65	\$ 1,950.00
165	86706	HEPATITIS B SURFACE ANTIBODY (QUAL/IMMUNITY)	\$ 11.81	\$ 35.00	89	\$ 3,115.00
166	82043; 82570	MICROALBUMIN, URINE, RANDOM	\$ 12.06	\$ 47.50	61	\$ 2,897.50
167	80053; 80061; 82977; 83540; 83615; 84100; 84550	CHEM 29 PROFILE	\$ 33.35	\$ 34.50	193	\$ 6,658.50
168	86708	HEPATITIS A AB.(NON-REFLEX)	\$ 13.63	\$ 34.10	1	\$ 34.10
169	86709	HEPATITIS A ANTIBODY, IGM	\$ 12.39	\$ 33.05	59	\$ 1,949.95
ESTIMATED BUDGET (COST PROPOSAL)- CLINICAL LABORATORY FEE SCHEDULE (ITEMS 1-169)						\$ 219,657.47
10% ALLOWANCE FOR TESTS NOT LISTED IN THE ESTIMATE						\$ 21,965.75
TOTAL						\$ 241,623.22
Any test not listed in the the Estimated Budget (Cost Proposal) - Clinical Laboratory Fee Schedule and performed by Contractor or affiliation will receive a 50% discount from the test list price.						
Any specialised tests not listed in the Estimaged Budget (Cost Proposa)_ Clinical laboratory Fee Schedule and not performed by contractor will be referred to network laboratories charged at no cost to Contractor and the NHD0C						

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

Division of Medical & Forensic Services

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Contractor Initials: *MCA*
Date: *7/8/25*

*State of NH, Department of Corrections
On-Site Clinical Laboratory Services
CONTRACT NHD0C 26-00-GFMED*

1. Method of Payment

- 2.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- 2.3. The NH Department of Corrections may adjust the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 2.4. The NH Department of Corrections, Bureau of Financial Services, may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.4.1. Invoice date and number;
 - 2.4.2. Patient name associated with service rendered;
 - 2.4.3. Facility name;
 - 2.4.4. Quantity, description of lab test and corresponding CPT code;
 - 2.4.5. Unit cost by lab test/CPT code and extended cost;
 - 2.4.6. Total charge of service rendered;
 - 2.4.7. Descriptor: On-Site Clinical Laboratory Services NHD0C 26-00-GFMED.
- 2.5. The NH Department of Corrections, Contracting Officer for State Agency or designee, shall receive a monthly Invoice Summary in Excel format of charges billed to include, but not limited to:
 - 2.5.1. Invoice date;
 - 2.5.2. Invoice number;
 - 2.5.3. Patient last, first and middle initial, DOB and gender;
 - 2.5.4. Physician Patient ID number;
 - 2.5.5. Date of service;
 - 2.5.6. Specimen and test number and corresponding CPT code;
 - 2.5.7. Test name; and
 - 2.5.8. Net amount.
- 2.6. The Contractor shall submit to the NH Department of Corrections any invoices for On-Site Clinical Laboratory Services in a timely manner.
- 2.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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



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

COR 307.03 Searches and Inspections Authorized.

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

Craig Allen
Name


Signature

07/08/2025
Date



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

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

Craig Allen
Name


Signature

07/08/2025
Date



NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

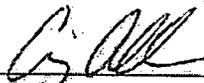
I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

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

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

Craig Allen

Name


Signature

07/08/2025

Date



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

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

(1) Definitions

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

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

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

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

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

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

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

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

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

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

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

(2) Use and Disclosure of Protected Health Information



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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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



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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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



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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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



State of NH-Department of Corrections
State of New Hampshire Agency Name

John V. Scippa
Signature of Authorized Representative

John V. Scippa
Authorized DOC Representative Name

Interim Commissioner
Authorized DOC Representative Title

07/14/2025
Date

BioReference Health, LLC
Contractor Name

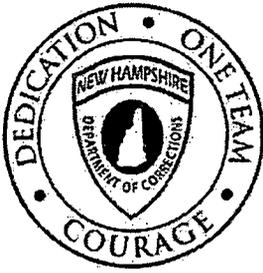
C. Allen
Contractor Representative Signature

Craig Allen
Authorized Contractor Representative Name

CEO/President
Authorized Contractor Representative Title

07/08/2025
Date





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

JOHN V. SCIPPA INTERIM
COMMISSIONER

LISA M. STONE
DIRECTOR

PRISON RAPE ELIMINATION ACT ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

Name (print): Craig Allen Date: 07/08/2025
(Name of Contract Signatory)

Signature: 
(Signature of Contract Signatory)





STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION /
INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III
CONTRACTORS & NH STATE EMPLOYEES¹**

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

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

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

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

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

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

Name: Craig Allen

Date: 07/08/2025

Signature: 

Company/Organization: BioReference Health, LLC

¹All Departments Other than NH Department of Corrections employees

