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

Lori A. Weaver
 Commissioner

Iain N. Watt
 Director

29 HAZEN DRIVE, CONCORD, NH 03301
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 www.dhhs.nh.gov

November 7, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a **Sole Source** amendment to an existing contract with Hologic Sales and Services, LLC (VC #175351), Marlborough, MA, to continue providing preventative maintenance and repair services for the Hologic Panther Fusion Analyzer laboratory instrument by exercising an available contract renewal, by increasing the price limitation by \$56,000 from \$56,000 to \$112,000 and by extending the completion date from January 14, 2026 to January 14, 2028, effective January 15, 2026, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 31, 2024, item #19.

Funds are available in the following accounts for State Fiscal Years 2026 and 2027, and are anticipated to be available in State Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-903010-18350000 Health and Social Services, Department of Health and Human SVS; HHS: Division of Public Health, Bureau of Laboratory Services, NH ELC

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|-------------------|-----------------|------------------------|------------|----------------|------------------------------|----------------|
| 2024 | 102-500731 | Contracts for Prog Svc | 90183520 | \$12,500 | \$0 | \$12,500 |
| 2025 | 102-500731 | Contracts for Prog Svc | 90183520 | \$25,000 | \$0 | \$25,000 |
| 2026 | 102-500731 | Contracts for Prog Svc | 90183520 | \$0 | \$0 | \$0 |
| 2027 | 102-500731 | Contracts for Prog Svc | 90183520 | \$0 | \$0 | \$0 |
| 2028 | 102-500731 | Contracts for Prog Svc | 90183501 | \$0 | \$14,000 | \$14,000 |

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| | | | | | | |
|--|--|--|-----------------|-----------------|-----------------|-----------------|
| | | | Subtotal | \$37,500 | \$14,000 | \$51,500 |
|--|--|--|-----------------|-----------------|-----------------|-----------------|

05-95-90-903010-19010000 Health and Social Services, Department of Health and Human SVS; HHS: Division of Public Health, Bureau of Laboratory Services, ELC Cares COVID-19

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|-------------------|-----------------|------------------------|-----------------|----------------|------------------------------|----------------|
| 2024 | 102-500731 | Contracts for Prog Svc | 90183538 | \$1,500 | \$0 | \$1,500 |
| 2025 | 102-500731 | Contracts for Prog Svc | 90183538 | \$3,000 | \$0 | \$3,000 |
| | | | Subtotal | \$4,500 | \$0 | \$4,500 |

05-95-90-903010-24550000 Health and Social Services, Department of Health and Human SVS; HHS: Division of Public Health, Bureau of Laboratory Services, ELC-ARP-AMD & PHL PREP

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|-------------------|-----------------|------------------------|-----------------|-----------------|------------------------------|------------------|
| 2026 | 102-500731 | Contracts for Prog Svc | 90183575 | \$14,000 | \$14,000 | \$28,000 |
| 2027 | 102-500731 | Contracts for Prog Svc | 90183575 | \$0 | \$28,000 | \$28,000 |
| | | | Subtotal | \$14,000 | \$42,000 | \$56,000 |
| | | | Total | \$56,000 | \$56,000 | \$112,000 |

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the only vendor authorized to perform preventative maintenance and repairs for its proprietary Hologic Panther Fusion Analyzer instrument, including software updates.

The purpose of this request is to exercise an available renewal option for the Contractor to continue providing annual preventative maintenance and repair services for the Panther Fusion Analyzer. The instrument is utilized by the Department's Public Health Laboratory (PHL) for high speed and high throughput testing for influenza, hepatitis C, and other infectious diseases. The PHL performs testing on this equipment in support of health care providers, local health departments, and other partners. The Contractor will also continue purchasing the necessary test kits and consumables for the laboratory instrument.

The Panther Fusion Analyzer is a fully automated platform with the ability to test multiple pathogens of public health concern at a high-volume capacity of up to 250 samples in eight hours. In addition, the Contractor has numerous other pathogen tests available for this instrument allowing the PHL to rapidly bring on new testing in response to future public health demands.

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As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for two (2) years of the five (5) years available.

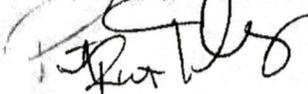
Should the Governor and Council not authorize this request, the Department will not be able to access preventative maintenance services for the Panther Fusion Analyzer, which may greatly limit the availability of testing services for various infectious diseases via the PHL.

The Department has determined the Contractor 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.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.323, FAIN NU5OCK000522 and FAIN NU51CK000337

Respectfully submitted,


Lori A. Weaver
Commissioner

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

This Amendment to the Hologic Panther Fusion Analyzer Maintenance and Repair Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Hologic Sales and Services, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 31, 2024 (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:
January 14, 2028
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$112,000
3. Modify Exhibit A, Revisions to Standard Provisions, by adding Subsection 1.4., to read:
1.4 Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:
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, RSA 151:21 Patients' Bill of Rights, 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.
4. Modify Exhibit C, Payment Terms; Section 1., to read:
 1. This Agreement is funded with 100% Federal Funds, as follows:
 - 1.1. 87% Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) by the Centers for Disease Control and Prevention (CDC), ALN 93.323, FAIN NU50CK000522, as follows:
 - 1.1.1. 33% ELC CARES, as awarded on April 23, 2020;
 - 1.1.2. 4% ELC Enhancing Detection Expansion, as awarded on January 14, 2021;
 - 1.1.3. 50% ELC AMD 2, as awarded on May 25, 2023; and
 - 1.2. 13% ELC Core by the CDC, as awarded on TBD, ALN 93.323, FAIN NU51CK000337.

5. Modify Exhibit C, Payment Terms, Section 3., to read:
 3. Payment shall be made on an annual basis for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, as follows:
 - 3.1. The Contractor shall submit one (1) invoice to the Department in the amount of \$14,000 no later than June 30, 2024, for six (6) months of services.
 - 3.2. The Contractor shall submit one (1) invoice to the Department in the amount of \$28,000 no later than June 30, 2025, for one (1) full year of services.
 - 3.3. The Contractor shall submit two (2) invoices to the Department, each in the amount of \$14,000, for a total of \$28,000, no later than June 30, 2026, for one (1) full year of services.
 - 3.4. The Contractor shall submit one (1) invoice to the Department in the amount of \$28,000 no later than June 30, 2027, for one (1) full year of services.
 - 3.5. The Contractor shall submit one (1) final invoice to the Department in the amount of \$14,000 no later than January 14, 2028.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 15, 2026, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/18/2025

Date

DocuSigned by:
Iain Watt

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Name: Iain Watt
Title: Director - DPH

Hologic Sales and Services, LLC

11/18/2025

Date

Signed by:
Pierre Malboeuf

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Name: Pierre Malboeuf
Title: VP, Field Service Americas

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

OFFICE OF THE ATTORNEY GENERAL

11/20/2025
Date

DocuSigned by:
Robyn Guarino
748734844941460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOLOGIC SALES AND SERVICES, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on July 22, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **748019**

Certificate Number: **0007328820**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of November A.D. 2025.

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

David M. Scanlan
Secretary of State

HOLOGIC SALES AND SERVICE, LLC

SECRETARY'S CERTIFICATE

I, Mark W. Irving, do hereby certify that I am the duly elected and qualified Vice President and Secretary of Hologic Sales and Service, LLC., a Massachusetts limited liability company (hereinafter the "Company"). I further certify the following:

1. Pierre Malboeuf in his capacity as Vice President, Field Service, Americas, is authorized to negotiate, execute and deliver all service contracts, bids and related documents in connection with the service of the Company's products and its subsidiaries and affiliates.
2. This authority was valid thirty (30 days) prior to and remains valid for thirty (30) days from the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 12th day of November 2025.

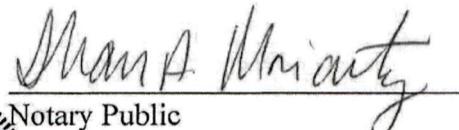

 Mark W. Irving
 (SEAL)



COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 12th day of November 2025, before me, the undersigned notary public, personally appeared Mark W. Irving, who is personally known to me to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Corporate Vice President and Secretary of Hologic, Inc.


 Sharon A. Moriarty
 Notary Public
 (SEAL)



