

9 mac



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

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

April 17, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Gen-Probe Sales and Service, Inc. (Vendor #175351), 10210 Genetic Center Drive, San Diego, CA 92121, for the purchase of reagents and other consumable system supplies needed to perform laboratory testing of diseases employing the Gen-Probe Hologic Luminometer 50 Leader Equipment System, in an amount not to exceed \$56,738, effective upon Governor and Executive Council approval through June 30, 2022. 53% Federal Funds, 47% General Funds.

Funds are available in the following accounts for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Years 2020 through 2022 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2019	548-500396	Reagents	90068000	\$6,061
2020	548-500396	Reagents	90068000	\$7,942
2021	548-500396	Reagents	90068000	\$7,942
2022	548-500396	Reagents	90068000	\$7,942
			<b>Sub Total:</b>	<b>\$29,887</b>

**05-95-90-903010-7966 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH LABORATORIES**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2019	548-500396	Reagents	90059000	\$10,900
2020	548-500396	Reagents	90059000	\$5,317
2021	548-500396	Reagents	90059000	\$5,317
2022	548-500396	Reagents	90059000	\$5,317
			<b>Sub Total:</b>	<b>\$26,851</b>
			<b>Grand Total:</b>	<b>\$56,738</b>

## EXPLANATION

This request is **sole source** because New Hampshire Public Health Laboratories (PHL) utilizes the Gen-Probe Hologic Luminometer 50 Equipment System, a complex and costly instrument system on loan from Gen-Probe Sales and Service, Inc. In exchange for the use of this equipment system, the associated reagent kits and supplies used to perform the testing for the disease tuberculosis (TB) and other mycobacteria species must, by contract, be purchased through Gen-Probe Sales and Service, Inc. Gen-Probe Sales and Service, Inc. remains responsible for the provision and cost of all necessary maintenance and repair the system requires including any software updates as needed.

The purpose of this agreement is for the purchase of reagents and other consumable supplies needed to perform mycobacteria probe assays to analyze and distinguish Mycobacteria tuberculosis from other Mycobacteria species utilizing the Hologic Luminometer 50 Equipment System. This system can quickly diagnose tuberculosis and identify patients that should be kept in isolation to prevent the further spread of this infectious disease, or identify patients that can be safely taken off isolation which saves the high costs of hospitalization. Each State Fiscal Year during the term of the Agreement, PHL will submit a requisition to the Department of Administrative Services, and a Purchase Order will be issued, which allows for ordering reagents and supplies as needed throughout each State Fiscal Year.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- The Contractor shall provide reporting metrics following On-Site Service, and/or Preventative Maintenance performance, detailing the following:
  - Date and time for On-Site repair or identified Preventative Maintenance.
  - Reason for repair, support or maintenance.
  - Diagnostic description of issue which prompted the repair, support or maintenance.
  - Descriptions of actions taken to resolve the reason for repair, support or maintenance.

PHL is satisfied with the vendor's performance, the quality of the products, and the performance and maintenance of the instrument system.

This agreement contains extension language that allows for the option to extend the contract for up to three (3) additional years contingent upon satisfactory delivery of services, available funding, agreement of both parties and approval of Governor and Executive Council.

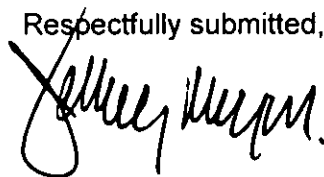
Should the Governor and Executive Council not approve this request, New Hampshire Public Health Laboratories would no longer have use of the Hologic Luminometer Equipment System provided by Gen-Probe to conduct laboratory tests. Therefore, the Public Health Laboratories would be required to purchase an expensive replacement system as well as a service and maintenance agreement which would increase the cost of laboratory services.

Area Served: Statewide

Source of Funds: 53% Federal Funds from the Centers for Disease Control and Prevention through the New Hampshire Tuberculosis Elimination and Laboratory Cooperative Agreement, CFDA #93.116, FAIN U52PS004684, and 47% General Funds.

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

Subject: Hologic Luminometer 50 Leader Equipment System Service and Supplies Contract, SS-2019-DPHS-06-SERVI-01

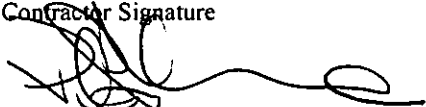
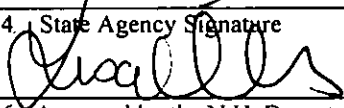
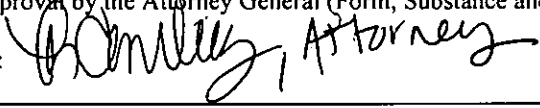
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Gen-Probe Sales & Service, Inc.		1.4 Contractor Address 10210 Genetic Center Drive San Diego, CA 92121	
1.5 Contractor Phone Number 800-523-5001	1.6 Account Number 05-095-090-902510-51700000-548-500396; 05-095-090-903010-79660000-548-500396	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$56,738
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter P. Dunne, VP, Finance and Accounting	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: right; font-size: 1.2em; font-family: cursive;">See attached</div>			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
Date: 4/22/19			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Attorney On: 4/24/19			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials

Date 4/15/19

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

Contractor Initials



Date 4/15/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

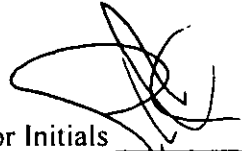
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Contractor Initials   
Date 4/15/19



**Exhibit A**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith. The State shall notify Contractor of any modifications pursuant to this Section.
- 1.2. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.
- 1.3. For the purposes of this Agreement, the Department has identified Gen-Probe Sales & Service, Inc. as a Contractor in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide one Hologic Luminometer Leader 50 Equipment System, on loan, to the State of New Hampshire, Department of Health and Human Services (DHHS), to be utilized by the Division of Public Health Services (DPHS), Public Health Laboratories (PHL) to perform Mycobacteria probe assays.
- 1.5. The Contractor shall maintain ownership and hold exclusive title to the Hologic Luminometer Leader 50 Equipment System (listed below) to be located at PHL, 29 Hazen Drive, Concord, New Hampshire 03301.
- 1.6. Equipment List:

Product Number	Quantity	Equipment Description	Serial number
201384	1	Leader 50	201384
902397	1	Instrument Digital Triple Block Dry Bath	1955091020376
201104	1	Sonicator, Barnstead 120V	100666021

- 1.7. The State will purchase reagents and other consumable supplies as needed from the Product Pricing List, Section 3.2 of Exhibit B of this agreement.

**2. Scope of Services**

- 2.1. The Contractor shall provide preventive maintenance (PM), repair and service for the Hologic Luminometer Leader 50 Equipment System to ensure the equipment is in good working order over the term of the contract at no cost to the State, as follows:
  - 2.1.1. The Contractor shall provide the following on-site services for the Hologic Luminometer Leader 50 Equipment System:
    - 2.1.2. On-Site Repair Services and unlimited toll-free telephone support – performed due to an instrument malfunction.
      - 2.1.2.1. Repair services include labor, parts, travel expenses, telephone assistance and computer software upgrade costs.
      - 2.1.2.2. The contractor will respond by telephone within 24 hours of the initial call for service. If the problem cannot be resolved over the phone, then an on-site visit will be scheduled.





Exhibit A

- 2.1.2.3. Initial diagnostic services will be available during the Contractor's normal business hours, (Monday through Friday, 8:00 a.m. to 5:00 p.m. EST) via telephone and e-mail.
- 2.1.3. On-Site Preventive Maintenance (PM) – will be performed according to Operator's or User's manual at a mutually convenient time.
  - 2.1.3.1. Field Service Engineer will clean, inspect, lubricate, adjust, repair and/or replace parts deemed necessary and perform all maintenance functions as noted in the System's instruction / operating manual.
  - 2.1.3.2. Preventive maintenance will be performed during PHL normal business hours (Monday – Friday, 8:00 a.m. to 4:30 p.m. EST).
  - 2.1.3.3. The PM visit may be performed and combined with repair visits.
  - 2.1.3.4. Only the Contractor's designated service technicians, who are qualified to work on the Hologic Equipment System, may perform repairs, service and PM on this specific equipment. No other persons are authorized to perform service on the Hologic Equipment System.
- 2.1.4. The following services and supply items are excluded from complimentary services as referenced in Section 2.1. above, repair and PM:
  - 2.1.4.1. Any repair required because of causes other than use of the System pursuant to the operator's or user's manual. Such causes include, but are not limited to:
    - 2.1.4.1.1. Misuse, abuse, improper use, casualty loss, neglect, reprogramming error, malfunction or failure of environmental control system, electrical system malfunction or failure, System modification, relocation, or reinstallation by other than Hologic authorized personnel; and
    - 2.1.4.1.2. Installation of commercial or non-System software, use of any other tips on the System other than TECAN Tips, or acts of God, fire, flood, earthquake, or other natural causes.
  - 2.1.4.2. Routine tasks, other than those performed by Hologic during preventative maintenance visits, covered in the operator's or user's manual, such as cleaning and basic maintenance; and
  - 2.1.4.3. Supply items (including, but not limited to, those items listed in the package insert or manual as "materials required but not provided," TECAN Tips, bleach, squirt bottles, paper towels, and other such items that are needed for general use but not specifically by the System) and consumable items.
- 2.1.5. Labor and material charges for all of the excluded services requested by the State will be billed at rates prevailing at the time of service.
- 2.1.6. Prior to any shipment of repair parts or visit by a Hologic service representative, DHHS shall perform all pertinent diagnostic programs, tests, simple/basic troubleshooting and provide an accurate description of the failure/error.
- 2.1.7. All parts replaced or removed under this Agreement become the property of Hologic.
- 2.1.8. The Contractor shall provide a limited, 90-day warranty on materials and workmanship.



**Exhibit A**

---

**3. Reporting**

- 3.1. The Contractor shall provide reporting metrics following On-Site, or PM performance, detailing the following:
  - 3.1.1. Date and time for On-Site repair, or identified PM;
  - 3.1.2. Reason for repair, support or maintenance;
  - 3.1.3. Diagnostic description of issue which prompted repair, support or maintenance; and
  - 3.1.4. Descriptions of actions taken to resolve the reason for repair, support or maintenance.

**4. Performance Measures**

- 4.1. The following performance measures will be used to measure the effectiveness of the Agreement:
  - 4.1.1. Urgent repair calls, with response within 72 hours;
  - 4.1.2. On-site visits for problems that could not be resolved via the phone; and
  - 4.1.3. PM visits performed according to Operator's or User's Manual.

A handwritten signature in black ink, appearing to be a stylized set of initials or a name.



**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This Agreement is supported with fifty-three percent (53%) Federal funds from the Centers for Disease Control and Prevention (CDC) through the New Hampshire Tuberculosis Elimination and Laboratory Cooperative Agreement, CFDA #93.116, Federal Award Identification Number (FAIN), U52PS004684.
  - 1.2. This Agreement is supported with forty-seven percent (47%) General funds.
  - 1.3. The Contractor agrees to provide the supplies and services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the Contract.
2. The State will purchase reagents and supplies each State Fiscal Year of this Agreement through the State's purchasing system under the Department of Administrative Services (DAS).
  - 2.1. A standing/open purchase order will be issued by the State for each State Fiscal Year, allowing the laboratory to make purchases, as needed, throughout the term of the contract.
3. Each State Fiscal Year, the State will purchase up to the quantity listed and at the Kit Price stated in the Product Pricing List below.
  - 3.1. The State reserves the right to purchase a smaller quantity or no product at all, due to changes in State Programs, State and Federal Funding, or a reduction or elimination of testing.
  - 3.2. Product Pricing List:

Product #	Product Description	Price per Kit	Estimated Quantity	Estimated Annual Cost
102800	Kit, AccuProbe, RGTS 200-TESTS	\$73.00	7	\$511.00
102845	Kit, AccuProbe, AVIUM COMPLEX	\$361.00	15	\$5,415.00
102850	Kit, AccuProbe, M. GORDONAE	\$361.00	10	\$3,610.00
102855	Kit, AccuProbe, M. KANSASII	\$361.00	5	\$1,805.00
102860	Kit, AccuProbe, M. TUBERCULOSIS	\$361.00	15	\$5,415.00
201791	KIT, DETECTION RGT	\$27.00	5	\$135.00
301001	Kit, MYCOAMP, w/o controls, MTD	\$1,100.00	0	\$0.00
301078	Kit, Syscheck, IVD, CDRH	\$0.00	10	\$0.00
101847G	Paper, Thermal Printer, LDR	\$6.00	1	\$6.00
102065G	Tubes, PS, 12 X 75 MM, 120/BX	\$8.00	8	\$64.00
<b>Estimated Total</b>				<b>\$16,961.00</b>



**New Hampshire Department of Health and Human Services  
Hologic Luminometer 50 Leader Equipment System Service and Supplies Contract  
SS-2019-DPHS-06-SERVI-01 Exhibit B**

---

4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Notwithstanding the foregoing, the State will pay Contractor for all products ordered by the State and shipped by the Contractor.
  - 4.1. Payment shall be for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the pricing as listed in Exhibit B, item 3.2., Product Pricing List.
  - 4.2. The Contractor will submit all invoices, in a form satisfactory to the State, which identify and request reimbursement for authorized expenses incurred. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 4.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of NH Public Health Laboratories  
29 Hazen Drive  
Concord, NH 03301  
Attn: Amy Bergquist

5. Notwithstanding paragraph 18 of the General Provisions Form P-37, changes limited to adjusting encumbrances within the price limitation between State Fiscal Years, may be made by written agreement of both parties through the Budget Office, if needed and justified.



**SPECIAL PROVISIONS**

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

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

Exhibit C – Special Provisions

Contractor Initials 



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000).

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

A handwritten signature in black ink, appearing to be "J. D. [unclear]".





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

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

**20. Contract Definitions:**

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



**REVISIONS TO GENERAL PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

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

**4. CONDITIONAL NATURE OF AGREEMENT**

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

1.2. Section 10, Termination, is replaced as follows:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 90 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

**2. Revisions to Standard Exhibits**

**2.1. Exhibit C, Special Provisions**

Opening paragraph, Contractors Obligations, is replaced as follows:

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to the State Public Health Lab, the Contractor hereby covenants and agrees as follows:

- 2.1.1. Paragraph 1, Compliance with Federal and State Laws, is deleted in its entirety.
- 2.1.2. Paragraph 2, Time and Manner of Determination, is deleted in its entirety.
- 2.1.3. Paragraph 3, Documentation, is deleted in its entirety.
- 2.1.4. Paragraph 4, Fair Hearings, is deleted in its entirety.
- 2.1.5. Paragraph 6, Retroactive Payments, is deleted in its entirety.
- 2.1.6. Paragraph 7, Conditions of Purchase, and its subparagraphs, are deleted in their entirety.
- 2.1.7. Paragraph 8, Maintenance of Records; Subparagraph 8.1, Fiscal Records, is replaced as follows:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, and requisitions for materials.



2.1.8. Paragraph 8, Maintenance of Records; Subparagraph 8.2, Statistical Records, is replaced as follows:

8.2. Statistical Records: The Contractor shall maintain records as specified in Exhibits A, Scope of Services and B, Method and Conditions Precedent to Payment.

2.1.9. Paragraph 8, Maintenance of Records; Subparagraph 8.3, Medical Records, is deleted in its entirety.

2.1.10. Paragraph 9, Audit, is replaced as follows:

Audit: Contractor shall submit an annual audit to the Department within 60 days of receipt of a written request from Department after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

2.1.11. Paragraph 9, Audit, Subparagraph 9.1., Audit and Review, is replaced as follows:

Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access, up to once per calendar year and upon reasonable advance written notice, to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

2.1.12. Paragraph 11, Fiscal and Statistical, and its subparagraphs, are deleted in their entirety.

2.2. Exhibit I, Health Insurance Portability Act Business Associate Agreement, is deleted in its entirety.

2.3. Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance, is deleted in its entirety.

2.4. Exhibit K, DHHS Information Security Requirements, is deleted in its entirety.

3. **Renewal:**

The Department reserves the right to extend this Agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.


Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Gen-Probe Sales & Service, Inc.

Name: Peter P. Dunne  
Title: VP, Finance & Accounting

4/15/19  
Date

Contractor Initials   
Date 4/15/19



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Gen-Probe Sales & Service, Inc.

Name: Peter P. Dunne  
Title: VP, Finance & Accounting

4/15/19  
Date

  
Date 4/15/19



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

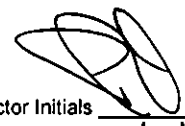
**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Gen-Probe Sales & Service, Inc.

4/15/19  
Date

  
Name: Peter P. Dunne  
Title: VP, Finance & Accounting

  
Contractor Initials  
Date 4/15/19





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

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Gen-Probe Sales & Service, Inc.

Name: Peter P. Dunne  
Title: VP, Finance & Accounting

4/15/19  
Date

*[Faint handwritten notes]*

Contractor Initials

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

Exhibit G

Date 4/15/19



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

4/15/19  
Date

Contractor Name: Gen-Probe Sales & Service, Inc.

Name: Peter P. Dunne  
Title: VP, Finance & Accounting

  
Contractor Initials \_\_\_\_\_  
Date 4/15/19



Exhibit I

---

**HEALTH INSURANCE PORTABILITY ACT BUSINESS  
ASSOCIATE AGREEMENT**

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

Remainder of page intentionally left blank.

Contractor Initials

A handwritten signature in black ink, appearing to be "DJO".

Date 4/15/19

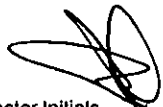


---

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

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

Remainder of page intentionally left blank.

Contractor Initials   
Date \_\_\_\_\_

# State of New Hampshire

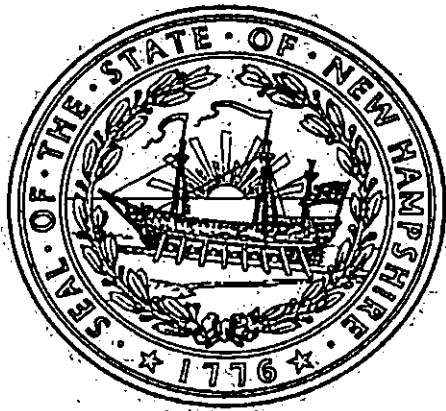
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GEN-PROBE SALES & SERVICE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 20, 1997. 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: 281523

Certificate Number : 0004376878



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of January A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

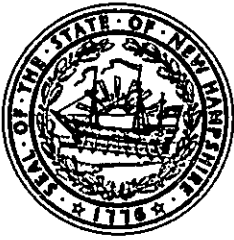
William M. Gardner  
Secretary of State

## Filing History

 [Back to Home \(/online\)](#)

<b>Business Name</b>	<b>Business ID</b>
GEN-PROBE SALES & SERVICE, INC.	281523

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004426251	03/02/2019	03/02/2019	Annual Report	2019
0004260981	12/31/2018	12/31/2018	Annual Report Reminder	N/A
0004150576	07/17/2018	07/17/2018	Commercial Registered Agent Address Change	N/A
0004038517	03/14/2018	03/14/2018	Annual Report	2018
0003692834	12/28/2017	12/28/2017	Annual Report Reminder	N/A
0003685886	12/27/2017	12/27/2017	Annual Report Reminder	N/A
0003526195	02/28/2017	02/28/2017	Annual Report	2017
0003407110	12/26/2016	12/26/2016	Annual Report Reminder	N/A
0003265858	03/23/2016	03/23/2016	Annual Report	2016
0003219776	01/14/2016	01/14/2016	Agent Change/Resign	N/A
0003215011	01/01/2016	01/01/2016	Agent Change/Resign	N/A
0003055730	03/05/2015	03/05/2015	Annual Report	2015
0000220313	03/26/2014	03/26/2014	Annual Report	2014
0000220312	03/25/2013	03/25/2013	Annual Report	2013
0000220311	11/07/2012	11/07/2012	Agent Change/Resign	N/A
0000220310	01/20/2012	01/20/2012	Annual Report	2012
0000220309	01/13/2011	01/13/2011	Annual Report	2011
0000220308	01/12/2010	01/12/2010	Annual Report	2010
0000220307	03/10/2009	03/10/2009	Annual Report	2009
0000220306	01/09/2008	01/09/2008	Annual Report	2008
0000220305	01/24/2007	01/24/2007	Annual Report	2007
0000220304	03/01/2006	03/01/2006	Annual Report	2006
0000220303	03/24/2005	03/24/2005	Annual Report	2005
0000220302	03/11/2004	03/11/2004	Annual Report	2004
0000220301	03/28/2003	03/28/2003	Annual Report	2003
0000220300	02/25/2002	02/25/2002	Annual Report	2002
0000220296	04/02/2001	04/02/2001	Annual Report	2001
0000220299	04/03/2000	04/03/2000	Annual Report	2000
0000220297	03/29/1999	03/29/1999	Annual Report	1999
0000220298	03/02/1998	03/02/1998	Annual Report	1998



# State of New Hampshire

## Department of State

### 2019 ANNUAL REPORT

Filed  
 Date Filed: 3/2/2019  
 Effective Date: 3/2/2019  
 Business ID: 281523  
 William M. Gardner  
 Secretary of State

BUSINESS NAME: <b>GEN-PROBE SALES &amp; SERVICE, INC.</b>
BUSINESS TYPE: <b>Foreign Profit Corporation</b>
BUSINESS ID: <b>281523</b>
STATE OF INCORPORATION: <b>Delaware</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
10210 Genetic Center Drive San Diego, CA, 92121, USA	10210 Genetic Center Drive San Diego, CA, 92121, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <b>C T Corporation System (1108)</b>
REGISTERED AGENT OFFICE ADDRESS: <b>2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / SALES/SERVICE & DISTRIBUTION OF PRODUCTS FOR DIAGNOSIS OF DISEASE, ETC.	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
John M. Griffin	250 Campus Drive, Marlborough, MA, 01752, USA	President
Anne M. Liddy	250 Campus Drive, Marlborough, MA, 01752, USA	Vice President
Marci J. Lerner	250 Campus Drive, Marlborough, MA, 01752, USA	Vice President
Patricia K. Dolan	250 Campus Drive, Marlborough, MA, 01752, USA	Vice President
Sarah A. Rana	250 Campus Drive, Marlborough, MA, 01752, USA	Vice President
Benjamin J. Cohn	250 Campus Drive, Marlborough, MA, 01752, USA	Vice President
Patricia K. Dolan	250 Campus Drive, Marlborough, MA, 01752, USA	Secretary
Marci J. Lerner	250 Campus Drive, Marlborough, MA, 01752, USA	Treasurer
Patricia K. Dolan	250 Campus Drive, Marlborough, MA, 01752, USA	Director
Marci J. Lerner	250 Campus Drive, Marlborough, MA, 01752, USA	Director
Benjamin J. Cohn	250 Campus Drive, Marlborough, MA, 01752, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Title: <b>Secretary</b>
Signature: <b>Patricia K. Dolan</b>
Name of Signer: <b>Patricia K. Dolan</b>



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )  
On 4/15/19 before me, Claudia Deutsch, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Peter P. Dunne  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Claudia Deutsch  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement Document Date: 4/15/19  
Number of Pages: 27 Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Peter P. Dunne  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: VP, Finance & Accounting  
Signer Is Representing: Gen-Probe Sales & Service, Inc. a subsidiary of biologic, Inc.

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**HOLOGIC, INC.**

**SECRETARY'S CERTIFICATE**

The undersigned, Patricia K. Dolan, Vice President and Secretary of Hologic, Inc. (the "Company"), a company incorporated in the state of Delaware, and acting solely in such capacity, does hereby certify:

1. I am the duly elected and qualified Vice President and Secretary of the Company and am authorized to certify copies of the Company's records on its behalf;
2. That, effective August 4, 2014 and as of the date hereof, Peter Dunne, is Vice President, Finance and Accounting, of the Company;
3. In such capacity, Mr. Dunne is authorized to execute and deliver all contracts, bids and related documents in connection with the sale of Diagnostic Division products and services offered by the Company and its subsidiaries and affiliates, until such time as his resignation or removal from the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 23<sup>rd</sup> day of April 2019.

*Patricia K. Dolan*

Patricia K. Dolan  
Vice President and Secretary  
(SEAL)





