



Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-4745 1-800-852-3345 Ext. 4745
Fax: 603-271-4487 TDD Access: 1-800-735-2964
Automated Voice Response: 1-800-371-8844 www.dhhs.nh.gov

April 19, 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 Economic and Housing Stability, to exercise a renewal option and amend an existing agreement with Laboratory Corporation of America Holdings, (Vendor # 174899), 1440 York Court, Burlington, NC 27215, to provide paternity testing services by extending the completion date from June 30, 2019 to June 30, 2021, with no change to the price limitation of \$165,620.70. To be effective July 1, 2019 or upon Governor and Executive Council approval whichever is later. This is a no cost extension. 66% Federal funds and 34% General funds.

This agreement was originally approved by the Governor and Executive Council on December 16, 2015 (Item #17).

Funds are available in the following account for State Fiscal Year (SFY) 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

**05-95-42-427010-7929 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: HUMAN SERVICES, CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES**

| State Fiscal Year | Class/Object | Class Title | Activity Code | Amount |
|-------------------|--------------|--------------------------------|---------------|---------------------|
| 2016 | 102-500731 | Contracts for Program Services | 42700030 | \$ 23,660.10 |
| 2017 | 102-500731 | Contracts for Program Services | 42700030 | \$ 47,320.20 |
| 2018 | 102-500731 | Contracts for Program Services | 42700030 | \$ 47,320.20 |
| 2019 | 102-500731 | Contracts for Program Services | 42700030 | \$ 47,320.20 |
| Total | | | | \$165,620.70 |

EXPLANATION

The purpose of this request is to continue paternity testing services, and to ensure the Department's continued ability to timely collect specimens, conduct laboratory testing, and render paternity determinations in child support cases by extending the contract completion date by two (2) years utilizing the remaining funds in the SFY 2018 and SFY 2019 encumbrances. This is a no cost extension.

The Department, in compliance with State and Federal requirements, assists families with children by offering services that help them to achieve financial self-sufficiency and minimize dependence on public assistance. These services include: establishing paternity orders, establishing and enforcing financial and medical support orders issued by the courts, locating non-custodial parents, and collecting and disbursing child support.

Since July 1, 2017, over 2,637 paternity tests for child support cases were completed; these testing services strive for 99.9% accuracy. During the federal fiscal year ending September 30, 2018, the Division of Child Support Services served 41,033 children and the State collected and disbursed over \$77.8 million in child support on behalf of these children.

As referenced in the Exhibit C-1 of this contract, the Department has the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option utilizing unspent funds in encumbrances from SFY 2018 and SFY 2019.

The Contractor successfully fulfilled and achieved the performance measures and deliverables in the original contract. NH RSA 522:1 and Federal Regulations at 45 CFR 303.5 mandate paternity testing and establishment of paternity in those child support cases wherein paternity is a contested and relevant issue.

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

- Achievement of a 99.9% or greater probability of either paternity or exclusion. This level of performance is highly favorable to the ability to legally secure the establishment of paternity.
- Securing services at a fixed, all inclusive, price-per-paternity test.
- Routinely receiving paternity test results within fourteen (14) days, but no later than twenty-one (21) calendar days. Any results received after this window will be provided at no charge to the Department.
- Access, at no additional cost, to expert parentage testing witnesses for courtroom testimony, trials, hearings, etc. that may be required for legal establishment of paternity.

Should the Governor and Executive Council not approve this request, the Department would be in violation of federal regulations requiring paternity establishment. These regulations articulate a performance-based penalty and incentive system within which states must provide child support services. Failure to achieve incentives could result in a possible loss of federal funding and/or assessment of penalties. The Department has no mechanisms in place to substitute for the loss of these services.

Area served: Statewide

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Source of funds: Federal Funds 66% from the Administration for Children and Families, Department of Health and Human Services, Child Support Enforcement, Catalog of Federal Domestic Assistance #93.563, Federal Award Identification Number 1504NHCSES, and General Funds 34%.

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



**New Hampshire Department of Health and Human Services
Paternity Testing Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Paternity Testing Services Contract**

This 1st Amendment to the Paternity Testing Services contract (hereinafter referred to as "Amendment #1") dated this 1st day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Laboratory Corporation of America Holdings, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1440 York Court, Burlington, NC, 27215.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 5, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement with no change to the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.



**New Hampshire Department of Health and Human Services
Paternity Testing Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4-22-19
Date

Christine Santanello
Name: Christine Santanello
Title: Director, DEITS

Laboratory Corporation of America Holdings

16 April 2019
Date

George C. Maha
Name: George C. Maha
Title: Associate Vice President

Acknowledgement of Contractor's signature:

State of North Carolina, County of Alamance on 16 April 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Linda Stanfield
Signature of Notary Public or Justice of the Peace

Linda Stanfield Acct/Collection Training Specialist
Name and Title of Notary or Justice of the Peace

My Commission Expires: 06 March 2021



**New Hampshire Department of Health and Human Services
Paternity Testing Services**

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

OFFICE OF THE ATTORNEY GENERAL

6/3/2019
Date

[Signature]
Name: *Nancy J. Smyth*
Title: *Senior Test Administrator*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

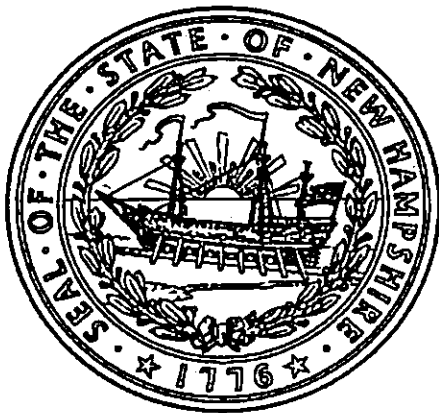
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LABORATORY CORPORATION OF AMERICA HOLDINGS is a Delaware Profit Corporation registered to transact business in New Hampshire on August 11, 1995. 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: 233650

Certificate Number: 0004511366



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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

Business Information

Business Details

| | |
|---|--|
| Business Name: LABCORP | Business ID: 742080 |
| Business Type: Trade Name | Business Status: Active |
| Expiration Date: 4/1/2021 | Last Renewal Date: Not Available |
| Business Creation Date: 04/01/2016 | Name in State of Formation: Not Available |
| Date of Formation in Jurisdiction: 04/01/2016 | |
| Principal Office Address: 175 Heritage Avenue, Portsmouth, NH, 03801, USA | Mailing Address: 531 South Spring Street, Burlington, NC, 27215, USA |
| Business Email: NONE | Phone #: 800-222-7566 |
| Notification Email: NONE | Fiscal Year End Date: NONE |

Principal Purpose

| S.No | NAICS Code | NAICS Subcode |
|------|--|---------------|
| 1 | OTHER / clinical laboratory testing and services | |

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

| Business Name | Business ID | Business Status |
|---------------|-------------|-----------------|
|---------------|-------------|-----------------|

Trade Name Owned By

| Name | Title | Address |
|---|----------|---------------|
| LABORATORY CORPORATION OF AMERICA HOLDINGS (/online/BusinessInquire/TradeNameInformation?businessID=64137) | Business | Good Standing |

Trademark Information

| Trademark Number | Trademark Name | Business Address | Mailing Address |
|------------------|----------------|------------------|-----------------|
|------------------|----------------|------------------|-----------------|

No records to view.

[Filing History](#)
[Address History](#)
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[Businesses Linked to Registered Agent](#)
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NH Department of State, 107 North Main St Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)
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CERTIFICATE OF AUTHORITY

I, Sandra D. van der Vaart, Secretary of Laboratory Corporation of America Holdings, do hereby certify that:

- (1) I am the duly elected and acting Secretary of Laboratory Corporation of America Holdings ("the Corporation"), incorporated under the laws of the State of Delaware;
- (2) I maintain and have custody and am familiar with the seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) Attached is a true, accurate and complete copy of the Official List of Authorized Signers for Laboratory Corporation of America Holdings

The following person(s) lawfully occupy the office(s) indicated below:

George C. Maha, Ph.D. Associate Vice President, Laboratory Director, Authorized Signer
 DNA Identification Testing Division

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 18th day of April, 2019.

Sandra D. van der Vaart
 Sandra D. van der Vaart
 Secretary



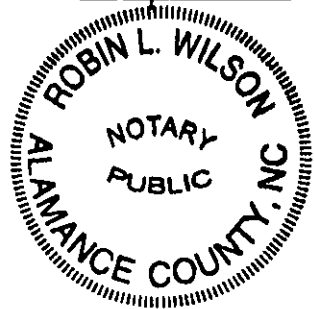
(Seal)

STATE OF NORTH CAROLINA
 COUNTY OF ALAMANCE

I, Robin L. Wilson, a Notary Public for said County and State, do hereby certify that, Sandra D. van der Vaart, personally came before me this day and acknowledged that he is the Secretary of Laboratory Corporation of America Holdings (LabCorp) and acknowledged, on behalf of Laboratory Corporation of America Holdings, the due extension of the foregoing instrument.

Witness my hand and official seal, this the 18th day of April, 2019.

Robin L. Wilson
 Notary Public Robin L. Wilson
 My Commission Expires: 4-4-2020



**LABORATORY CORPORATION OF AMERICA HOLDINGS
OFFICIAL LIST OF AUTHORIZED SIGNERS**

Executive Officers:

| | |
|---------------------------|--|
| David P. King | President and Chief Executive Officer |
| Glenn A. Eisenberg | Executive Vice President and Chief Financial Officer |
| John D. Ratliff | Executive Vice President and Chief Executive Officer of Covance Drug Development |

Additional Officers:

| | | | |
|------------------------------|--|--------------------------------|--|
| Dorothy Adcock | Senior Vice President | James P. Maruca | Senior Vice President |
| Steven M. Anderson | Senior Vice President | Charles S. McAllister | Senior Vice President |
| Anil B. Asnani | Senior Vice President | Karen A. McFadden | Senior Vice President |
| Tiana G. Ayotte | Senior Vice President | Jonathan C. Meltzer | Senior Vice President |
| Lance V. Berberian | Senior Vice President | Michael F. Minahan | Senior Vice President |
| Christopher M. Bosler | Senior Vice President | Glenn H. Mogolowitz | Senior Vice President |
| Michael K. Brooks | Senior Vice President | Michelle M. Moore | Senior Vice President |
| Richard F. Bryant | Senior Vice President | Michael P. Morgan | Senior Vice President |
| Traci L. Butler | Senior Vice President | Robert L. Nelson, Jr. | Senior Vice President |
| Brian J. Caveney | Senior Vice President | Dale S. Phipps | Senior Vice President |
| Edward T. Dodson | Senior Vice President | Robert S. Pringle | Senior Vice President and Treasurer |
| Marcia T. Eisenberg | Senior Vice President | Amy Rhine-Pallas | Senior Vice President |
| William B. Haas | Senior Vice President | Michael R. Roberts | Senior Vice President |
| Donald E. Horton, Jr. | Senior Vice President | Mark S. Schroeder | Senior Vice President |
| Steven D. Jones | Senior Vice President | Lisa J. Uthgenannt | Senior Vice President |
| Thomas J. Kaminski | Senior Vice President | Sandra D. van der Vaart | Senior Vice President and Secretary |
| Tammy S. Karnes | Senior Vice President | Bryan T. Vaughn, Jr. | Senior Vice President |
| Richard G. Konzelman | Senior Vice President | James P. Whelan | Senior Vice President |
| Kathryn W. Kyle | Senior Vice President and Assistant Secretary | Peter J. Wilkinson | Senior Vice President |
| Eric Lindblom | Senior Vice President | Robert M. Wright | Senior Vice President |
| Devin M. Lorsson | Senior Vice President | | |

Additional Authorized Contract Signers: The following persons are authorized and empowered to execute as an Authorized Signer in connection with the responsibilities listed opposite their names:

| | | | |
|-----------------------------|--|----------------------------|--|
| Josh S. Branch | Atlantic Division contracts as approved by Legal | Scott J. Frommer | Regional Controller (Atlantic Division) |
| James A. Bucher | Divisional-Finance (Central North) | Mark Garawitz | Real Estate and Construction documents |
| Tim J. Carr | Corporate IT agreements with approved CEP | Scott W. Gillum | Divisional-Finance (Mid- America) |
| Michael T. Cavanaugh | Divisional-Finance (Northeast) | Serena Guzman | Pathology Agreements |
| Andrew A. Chakeres | Employment Settlement Agreements | Jeffrey C. Hitzke | Supply Chain |
| R. Glenn Chaney | OTS laboratory services and OTS wellness testing services | Patricia Kushner | Communications documents |
| Diane Corbett | Covance Drug Development Quality Agreements | Marianne Levandoski | Supply Chain |
| Jeffrey W. Craven | Corporate-DOD Agreements | George C. Maha | Identity & AMS Agreements |
| James Milke Creamer | Regional Controller (North Central) | James P. Maruca | Divisional-Operations (Atlantic) |
| Jeffrey C. Hitzke | Corporate-Fleet and Travel (except for Government contracts and bids) | Angela R. Miller | Information Technology Letters of Authorization and H1B Client Letters for contractors in Corp IT |
| Pamela S. Edwards | Occupational Testing Services Contracts, Proposals and Letters Science & Technology | Edna Parker | LabCorp Diagnostic Quality Agreements |
| James K. Fleming | | Jeffrey J. Rowinski | OTS laboratory services and OTS wellness testing services |
| | | Jeffrey W. Schmalz | Corporate-Segment marketing and business development |
| | | Inna N. Teyf | Benefits, Compensation, Global Mobility and 5500s |

| | | | |
|------------------------|--|-------------------------|---|
| Sherry L. Thomas | Divisional-Contracting (Central North) | Megann Vaughn Watters | Corporate -Confidentiality Agreements and Venture Fund & Equity |
| Edward D. Van Nimwegen | Divisional-Finance (Mid- America) | | Investment documents |
| Kurt W. Wanner | Divisional-Operations (Northeast) | Clarissa Willett | Investor Relations and Corporate- Finance |
| Carl A. Warner | IT Documents | Debble Burnett Williams | Travel (except for government contracts and bids) |
| Kellie Watson | Corporate-Development Confidentiality Agreements | Elvira Yankiv | Divisional Controller (Southeast) |
| | | Randolph M. Young | Lab Administration |

I, Sandra D. van der Vaart, Secretary of Laboratory Corporation of America Holdings ("Company"), a corporation organized and existing under the laws of Delaware ("LabCorp"), do hereby certify that this is the Official List of Authorized Signers which names the individuals authorized to sign agreements on behalf of Company, in accordance with the LabCorp Contract Review Policy applicable to LabCorp and its subsidiaries, as authorized in a resolution adopted by LabCorp's Board of Directors on September 20, 1995 and subsequently amended on February 23, 2005 ("Resolution"). I do further certify that said Resolution has not been altered or amended and remains in full force and effect as of this date.

Additionally, I do hereby certify that the Official List of Authorized Signers authorizes the above named individuals to sign government bids, contracts, awards and bonds on behalf of Company, unless specifically noted above, in accordance with the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this day of

April, 2019.

Laboratory Corporation of America Holdings

Sandra D. van der Vaart

Sandra D. van der Vaart, Secretary

Prepared 3/25/19

App'd As To Form
LEGAL DEPT
By *KWK*



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/25/2018

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

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

| | | | |
|--|--|--|--------------------------------|
| PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 | | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | | |
| INSURED Laboratory Corporation of America Holdings & Subsidiaries 531 S Spring Street Burlington NC 27215 USA | INSURER A: ACE American Insurance Company | | 22667 |
| | INSURER B: Indemnity Insurance Co of North America | | 43575 |
| | INSURER C: ACE Fire Underwriters Insurance Co. | | 20702 |
| | INSURER D: Westchester Surplus Lines Ins Co | | 10172 |
| | INSURER E: | | |
| | INSURER F: | | |

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570073661710 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|---|--------------------|--|--|--|---|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | HDOG71211939 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | MED EXP (Any one person) | |
| | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | PRODUCTS - COMPIOP AGG | \$1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HERED AUTOS ONLY | | ISA H25269949 | 11/01/2018 | 11/01/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 |
| | | | | | | BODILY INJURY (Per person) | |
| | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | PROPERTY DAMAGE (Per accident) | |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | G27524485005 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE | \$3,000,000 |
| | | | | | | AGGREGATE | \$3,000,000 |
| B A C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | WLRC65440064 WLRC65439980 SCFC65440027 | 11/01/2018 11/01/2018 11/01/2018 | 11/01/2019 11/01/2019 11/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT | \$1,000,000 \$1,000,000 \$1,000,000 |
| A | E&O-PL-Primary | | HDCG71211976 Claims Made | 11/01/2018 | 11/01/2019 | Each Incident Aggregate | \$1,000,000 \$3,000,000 |

Certificate No : 570073661710

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
 Department of Health and Human Services
 Division of Child Support Services
 129 Pleasant Street
 Concord NH 03301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast, Inc.

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF CHILD SUPPORT SERVICES

ITEM # 11
 G+C approved
 12-16-2015
 mac

Nicholas A. Toumpas
 Commissioner

Mary S. Weatherill
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4745 1-800-852-3345 Ext. 4745
 FAX: 603-271-4787 TDD Access: 1-800-735-2964
 Automated Voice Response 1-800-371-8844

November 18, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services, to enter into an agreement with Laboratory Corporation of America Holdings, 1440 York Court Extension, Burlington, North Carolina 27215 (Vendor Code 174899) for paternity testing services, in an amount not to exceed \$165,620.70, effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later, through June 30, 2019. 66% Federal funds and 34% General funds.

Funds supporting this request are available in the following account for State Fiscal Years 2016 and 2017, and are anticipated to be available in 2018 and 2019 upon legislative approval of the next biennial budget and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-42-427010-7929 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
 HHS: HUMAN SERVICES, CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

| State Fiscal Year | Class/Object | Class Title | Activity Code | Amount |
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EXPLANATION

This request is being made to authorize the Department to enter into an agreement with Laboratory Corporation of America Holdings for paternity testing services, and to ensure the Department's continued ability to timely collect specimens, conduct laboratory testing, and render paternity determinations in child support cases.

Features of the agreement include, but are not limited to:

- Achievement of a 99.9% or greater probability of either paternity or exclusion. This level of performance is highly favorable to the ability to legally secure the establishment of paternity.
- Securing services at a fixed, all inclusive, price-per-paternity test for three and a half years. This price is three percent less than that currently being charged by this same vendor, under a separate agreement with the Department that expires December 31, 2015.
- Routinely receiving paternity test results within fourteen days, but no later than twenty-one (21) calendar days. Any results received after this window will be provided at no charge to the Department.
- Access, at no additional cost, to expert parentage testing witnesses for courtroom testimony, trials, hearings, etc. that may be required for legal establishment of paternity.

The Division of Child Support Services, in compliance with State and Federal requirements, assists families with children by offering services that help them to achieve financial self-sufficiency and minimize dependence on public assistance. These services include: establishing paternity orders, establishing and enforcing financial and medical support orders issued by the courts, locating non-custodial parents, and collecting and disbursing child support. NH RSA 522:1 and Federal Regulations at 45 CFR 303.5 mandate paternity testing and establishment of paternity in those child support cases wherein paternity is a contested and relevant issue. Annually, over 1,300 paternity tests for child support cases are completed; these testing services strive for 99.9% accuracy. During the federal fiscal year ending September 30, 2014, the Division of Child Support Services served 38,345 children and the State collected and disbursed over \$81.8 million in child support on behalf of these children.

Laboratory Corporation of America Holdings was selected for these services through a competitive bid process. A Request for Proposals, #16-DHHS-OH-DCSS-02, was posted on the Department's web site from August 27, 2015 through September 30, 2015.

One proposal was received in response to the Request for Proposals. Six reviewers, who work internal to the Department, reviewed the proposal received; three reviewed and scored the technical proposal response and three reviewed and scored the cost proposal response. The reviewers represent seasoned child support and finance disciplines within the Department; each was selected for the specific skill set they possess and their experience. Both the technical and cost proposal teams arrived at their final decision through consensus scoring. The Summary Scoring Sheet is attached.

The agreement calls for the provision of these services for three years and six months, and reserves the Department's right to renew the agreement for up to two additional years, based on the continued availability of funding, satisfactory vendor performance and approval of the Governor and Executive Council.

Should Governor and Executive Council not approve this request, the Department would be in violation of federal regulations requiring paternity establishment. These regulations articulate a performance based penalty and incentive system within which states must provide child support services. Failure to achieve incentives could result in a possible loss of federal funding and/or assessment of penalties. The Department has no mechanisms in place to substitute for the loss of these services.

Area served: statewide.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
November 18, 2015
Page 3 of 3

Source of funds: Federal Funds 66% from the Administration for Children and Families, Department of Health and Human Services, Child Support Enforcement, Catalog of Federal Domestic Assistance #93.563, Federal Award Identification Number 1504NHCSES, and General Funds 34%.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully Submitted,



Mary S. Weatherill
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Paternity Testing Services

(RFP) #16-DHHS-OHS-DCSS-02

RFP Name

RFP Number

Reviewer Names

Bidder Name

| | |
|----|-----------------------------------|
| 1. | Laboratory Corporation of America |
| 2. | 0 |
| 3. | 0 |
| 4. | 0 |

| Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
| | 300 | 300 |
| | 300 | 0 |
| | 300 | 0 |
| | 300 | 0 |

1. Susan Brisson, DCS Legal, Supervisor VII, Tech
2. Sunshine Vazques, Program Specialist IV, Tech
3. Gail Sherman, Program Specialist IV, Tech
4. Lori Anderson, program Specialist IV, Cost
5. Rebecca Lorden, Administrator II, Cost
6. Charles Koontz, Program Specialist IV, Cost

Subject: Paternity Testing Services


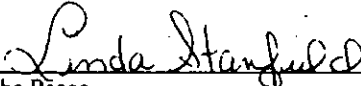
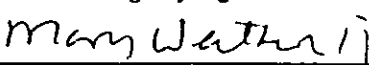
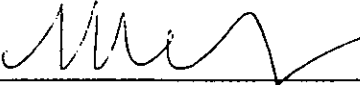
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services Division of Child Support Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Laboratory Corporation of America Holdings | | 1.4 Contractor Address 1440 York Court Burlington, North Carolina 27215 | |
| 1.5 Contractor Phone Number 336-436-7355 | 1.6 Account Number 05-95-42-427010-7929 | 1.7 Completion Date June 30, 2019 | 1.8 Price Limitation \$165,620.70 |
| 1.9 Contracting Officer for State Agency Eric Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Angie R. Miller, Contract Manager | |
| 1.13 Acknowledgement: State of <u>North Carolina</u> County of <u>Alamance</u> On <u>11-18-15</u> , 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 [Seal]  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Linda Stanfield Notary Public | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Mary Weatherill, Director | |
| 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:  On: <u>Megan A. Ford - Attorney</u> <u>11/25/15</u> | | | |
| 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

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.

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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. 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.

2. Definitions

ACF – The Administration for Children and Families, US Department of Health and Human Services.

Buccal Test – The painless removal of a specimen (sample) of cells from the lining of the mouth (inside of the cheek) to obtain DNA for paternity testing.

Conflict of Interest – A situation, circumstance, or financial interest which has the potential to cause a private interest to interfere with the proper exercise of a public duty.

DCSS – Division of Child Support Services; the State of New Hampshire agency that locates putative fathers, works with child support payors and payees, collects and distributes child support, and operates according to the guidelines of Title IV-D of the Social Security Act.

DHHS The New Hampshire Department of Health & Human Services.

Immediate Family – Someone's spouse, parents and grandparents, children and grandchildren, siblings and in-laws. includes adopted, half and step members of the family as well.

IV-D – Federal requirements contained in Title IV-D of the Social Security Act; the federal law that provides the mandate and authority for DCSS to provide child support services.

IV-D case – All information, documents, relevant facts, dates, actions taken, contacts made and results in a case pertaining to child support; the collection of documents used to compose a child support case file. Also used to describe whether a family composition is receiving IV-D establishment and enforcement services.

OCSE – Office of Child Support Enforcement. OCSE is within the Administration for Families and Children and part of the U.S. Department of Health and Human Services.

Paternity Test – A test using DNA or blood group identification of a mother, child and putative father to establish the probability of paternity.

Payee –Parent or caretaker entitled to receive child support.



Exhibit A

Payor – Parent ordered to pay child support.

Phlebotomist – A person qualified to collect blood and/or other bodily fluids for testing who is certified by one or more of the following agencies: the American Society of Clinical Pathologists (ASCP), the American Medical Technologists (AMT) or the American Association of Medical Personnel (AAMP).

Qualified Technician – A person qualified to administer a buccal test.

RFP – Request for Proposals.

3. SERVICES TO BE DELIVERED

3.1. Covered Populations

Individuals tested include the mothers, child(ren) and alleged fathers in IV-D cases wherein paternity of one or more of the children has yet to be established.

3.2. Geographic Area Served

The Contractor shall deliver services statewide at DCSS-approved locations and sites.

3.3. Services Required

3.3.1. **Testing** – The Contractor shall perform the following testing, including redraw(s) and retest(s) at DCSS request or as needed, to achieve a ninety-nine and nine-tenths (99.9%) percent or greater probability of either paternity or exclusion:

- a. DNA Probes, polymerase chain reaction procedure. The testing battery for these tests must initially consist of twenty-one (21) genetic systems (20 autosomal loci and one gender locus).
- b. DNA Probes, restriction fragment length polymorphism procedure. A known human control shall be run for each DNA polymorphism. The genetic marker band for this control must match before any interpretation is done. The results of DNA polymorphism testing shall be interpreted independently by two (2) technologists. A member of the Contractor's doctoral staff qualified to perform this service shall review all results in a case before the results are authorized for release to DCSS.
- c. Red Cell Antigens (RCA) upon DCSS request.
- d. Human Leukocyte Antigens (HLA) upon DCSS request. The Contractor shall provide these tests using polymerase chain reaction methodology and a variety of DNA based tests necessary to achieve the required 99.9% or greater probability of either paternity or exclusion.
- e. Red Cell Enzymes upon DCSS request.

The Contractor shall test all specimens collected, upon receipt and immediate inspection, at the Contractor's testing facility, regardless of the completeness of the case.



Exhibit A

For initial testing, two (2) independent specimen preparations shall be made and tested independently for each person submitted for evaluation. Three (3) of the DNA systems shall be repeated (duplicated) on each run to ensure that the independent specimen preparations give the same results. Any discrepancy shall be evaluated and appropriate testing performed to resolve the discrepancy. The Contractor shall perform this duplicate testing on each specimen submitted for testing.

For redraws, the Contractor shall not charge DCSS for the redraw and processing of specimens required to complete a case for which the specimens were originally requested.

The Contractor shall conduct and complete such testing, using the same procedures and applying the same policies, regardless of whether specimens of each individual involved in testing are collected at different times.

3.3.1.1. Buccal Swab Specimen Collection: the Contractor shall collect specimens for parentage testing using the buccal swab specimen collection procedure for the tests described in subsection 3.3.1., paragraphs a and b. This collection procedure shall be non-invasive. The instrument used to collect a buccal swab shall be a cotton swab, or its equivalent. The procedure used shall involve gently stroking the lining of the inner cheek of the mouth (buccal mucosa) with the applicator. Not less than four (4) swabs shall be collected from each individual in a case. Two (2) swabs shall be used for initial testing and the remaining two (2) swabs shall be stored for seven (7) years for possible extended testing or, if requested by DCSS, testing in additional cases.

3.3.1.2. Blood Specimen Collection: the Contractor shall collect blood specimens for the tests described in subsection 3.3.1., paragraphs c through e only, at the first scheduled specimen collection appointment. One vial of blood, or two-blood-spot cards shall be collected by the Contractor. All genetic specimens collected shall be subject to safeguarding, confidentiality and shall be used exclusively for the purpose of paternity testing; specimens shall be stored for seven (7) years for DNA testing when the final party(ies) arrive(s).

3.3.1.3. If a redraw is needed, the Contractor shall promptly notify DCSS in writing by mail or email. The Contractor shall state the reason the redraw is needed in the notice. The procedure for conducting redraws shall be the same as that of collecting the original specimens.

3.3.2. **Legal Identification** – The Contractor shall obtain and document the legal identification required for the collection of specimens utilizing the following process:



Exhibit A

- 3.3.2.1. The specimen collector shall verify the identification of all parties by asking the scheduled adult individuals to provide at least one form of photographic identification at the time of the specimen collection and any other identification available (i.e. passport);
 - 3.3.2.2. The specimen collector shall complete a form that contains all the documentation required for specimen submission, including chain-of-custody and party identification;
 - 3.3.2.3. The specimen collector shall photograph and thumbprint each individual being tested and attach the same to a Client Authorization/Chain of Custody Form;
 - 3.3.2.4. The specimen collector shall require each scheduled adult to authorize the specimen collection by signature;
 - 3.3.2.5. The specimen collector shall complete the Chain of Custody *Plebotomist* form, in which the specimen collector certifies the collection and has it notarized, and
 - 3.3.2.6. The specimen collector shall allow the presence of attorney(s) for each individual being tested, as a witness, if desired, by any of the parties being tested.
- 3.3.3. **Attendance Results** – When testing is done on individuals located within New Hampshire and not in a correctional facility, the Contractor shall provide to DCSS, via fax or in person, a report of attendance results at the end of each day in which specimens were collected. The reporting process shall include, at minimum: notifying each applicable DCSS office, and providing a copy of the collection schedule – organized by collection site – that indicates each person's name or other identifier and scheduled appointment and is noted as either "show" or "no show".
- 3.3.4. **Chain of Custody** – The Contractor shall pick up specimens and maintain a chain of custody by completing the following steps:
- 3.3.4.1. Completing the process described in subsection 3.3.2. above;
 - 3.3.4.2. Completing the front side of the Client Authorization/Chain of Custody Form to include information of the party(ies) whose specimen(s) is(are) being collected, including each individual's name, alleged relationship(s) of the parties, date of birth, race/ethnicity designation, blood transfusion and bone marrow/stem cell transplantation history;
 - 3.3.4.3. Completing the reverse side of the Client Authorization/Chain of Custody form to include signatures of the parties and specimen collector(s)/packager(s), and the date and location of the specimen collection;
 - 3.3.4.4. Taking and attaching photographs of the party(ies) and their respective identification documents, and applying their thumbprints, to the Client Authorization/Chain of Custody form;



Exhibit A

- 3.3.4.5. Ensuring each specimen collector label identifies the individual whose specimen is being collected, utilizing color-coded swabs and labels (pink for mother's, yellow for child's, and blue for father's) that state whether the specimen is from the mother, child or alleged father;
- 3.3.4.6. Packaging and sealing each specimen in a color-coded specimen envelope that has the name of the individual who provided the specimen, their signature, the date of collection, and the specimen collector's initials or signature on it.
- 3.3.4.7. On the same day of the collection, the specimen collector places all collected specimens, the completed Client Authorization/Chain of Custody Form, and the completed Chain of Custody *Phlebotomist* form, in a securely sealed, separate, tamper-proof envelope, for transportation from the collection site to the Contractor's testing facility by overnight shipping.
- 3.3.4.8. Upon receipt at the Contractor's testing facility, the tamper-proof envelopes containing specimens are examined for any signs of tampering. If there is no appearance of tampering, the Contractor's staff receiving the specimens at the testing facility shall complete the Affidavit of Receipt of Genetic Specimen form and have it notarized. The Contractor shall then break the envelope's seal and remove its contents. The Contractor shall then inspect the specimen and all accompanying documents for integrity and completeness.

This shall include verifying that the color-coded envelopes and specimens (i.e. swabs) all match. If they do not match, the Contractor shall seek an explanation and if no satisfactory response is obtained, the Contractor shall initiate specimen recollection. If the Contractor determines that the documentation accompanying a specimen is defective, the Contractor shall contact the respective DCSS office to discuss disposition of the applicable case. If they do match, the Contractor shall proceed to the step described in subsection 3.3.4.9.
- 3.3.4.9. The Contractor assigns unique identifying numbers to specimens, assigns these to the case of individuals whose relationship is being investigated, and assigns each case a unique case number.
- 3.3.4.10. The Contractor shall enter basic demographic information, specimen collection numbers, and case numbers, into its computer system, that are tied a unique account number that the Contractor assigns to DCSS.
- 3.3.4.11. The Contractor shall track each specimen, by its unique specimen number, throughout all procedures and the reporting of testing results to DCSS.
- 3.3.4.12. As each specimen is moved through the Contractor's testing facility, a record of who handled the case and testing procedures shall be maintained by the Contractor.



Exhibit A

- 3.3.4.13. The Contractor shall ensure that all specimens and applicable case documentation remain in the sole possession of the Contractor following receipt in its testing facility.
- 3.3.4.14. The Contractor shall ensure that its testing facility doors are locked at all times, that access to the building is limited by magnetic card entry, and that access to the Contractor's paternity specimens and records require an additional magnetic card entry system that only permit certain authorized paternity department personnel access.
- 3.3.4.15. The Contractor shall ensure that electronic data, regarding DCSS paternity cases, is protected from security breaches and preserves the chain of custody by limiting computer access to such data, including the use of secure passwords, to individuals performing the authorized services described in this contract.
- 3.3.4.16. The Contractor shall provide to DCSS, all original identification, specimen authorization and chain of custody documentation by returning the completed Client Authorization/Chain of Custody Form, with original photocopies attached, when the Contractor's certified testing report is sent to DCSS.
- 3.3.5. **Transportation** – The Contractor shall provide timely and secure transportation of the specimens from the collection site to the Contractor's laboratory. The Contractor's specimen collector shall drop off specimens at the Contractor's testing facility or the Contractor shall arrange for a DCSS approved courier to pick up specimens for transport and delivery to the Contractor's testing facility. The Contractor shall ensure that specimens are received at the Contractor's testing facility within twenty-four (24) hours of pick-up from the specimen collection site.
- 3.3.6. **Test Results Reporting** – A two-tiered window for the receipt of test results reporting shall apply to this contract, as follows: The Contractor shall routinely provide notarized test results reports, issued by a Director, to DCSS within fourteen (14) calendar days from the last specimen collection date (for the applicable individuals), and at maximum, the Contractor shall provide these results within twenty (21) such days. The test results reports shall include: the DCSS case number and any other numbers provided by DCSS; the identification of each individual from whom a specimen was collected; the date each specimen was collected; the date each specimen was tested; each individual's phenotype, as determined by the testing; each individual's paternity index for each genetic system reported; the cumulative paternity index; the prior probability of paternity used in the calculations; and a conclusion statement that will state, based on the interpretation of the data, whether the alleged father can or cannot be found to be the biological father of the child(ren).
- a. In cases of non-exclusion, the Contractor's test results reports shall reflect a probability of paternity greater than 99.99% for the putative father.
 - b. In cases of exclusion, the Contractor's test results reports shall reflect exclusions in at least three (3) genetic systems (loci) for the putative father.



Exhibit A

- 3.3.6.1. The Contractor shall provide the original of all intrastate test reports with accompanying chain of custody and identifications to: Chief Staff Attorney, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301.
 - 3.3.6.2. The Contractor shall provide hard copy test results to DCSS within twenty-one (21) calendar days from the point in time when the last specimens in a case are collected to the point in time when the test results are received by DCSS. The Contractor shall utilize a DCSS approved courier that ensures package tracking capabilities, for the transport of hard copy test results reporting.
 - 3.3.6.3. The Contractor shall provide DCSS a secure, electronic case reporting feature that includes both the final DNA testing results report and chain of custody documentation, through the Contractor's IdentiLink system. The electronic documents shall be made available for DCSS downloading prior to mailing the original hard copies to DCSS.
 - 3.3.6.4. The Contractor shall provide DCSS with real-time notification of case completion through IdentiLink system-generated emails to be sent once cases are completed. DCSS offices shall receive an email notification of test completion along with a direct link to the Contractor's website.
- 3.3.7. **Special Case-Related Services**
- 3.3.7.1. At the request of DCSS, and based on any DCSS specified requirements, the Contractor shall: provide consultations, written responses to interrogatories, written or telephone depositions, and produce written documents. Additionally, at DCSS' request and DCSS' specified requirements, the Contractor shall provide witnesses for courtroom testimony, telephonic testimony, the discovery process and for trials and hearings in all of New Hampshire's ten (10) counties.
 - a. The Contractor shall provide expert witnesses for such needs. Each witness shall possess a bachelor's degree from an accredited four-year institution and a Ph.D. degree in biomedical science, and shall have experience in the specialty of parentage testing and associated expert testimony. The Contractor's doctoral staff shall serve as the primary technical resources for this service requirement.
 - b. The Contractor shall maintain a team lead for the coordination and arrangement of these services through its customer service team, which shall be accessible through its toll-free telephone line, by fax and by email.



Exhibit A

- 3.3.7.2. At the request of DCSS, the Contractor shall provide fully qualified expert witnesses for trials and hearings in all of New Hampshire's ten (10) counties. The witnesses provided shall be of the same qualifications described in 3.3.7.1.a. The Contractor shall, at DCSS request, provide courtroom testimony, telephonic testimony, and written interrogatories. Additionally, the Contractor shall participate in depositions and respond to discovery requests if requested by DCSS.
- 3.3.7.3. The Contractor shall provide DCSS with a set of questions to be considered in the direct examination of expert witnesses, and will assist DCSS in preparation of cross-examination of any counter-experts scheduled to appear.
- a. The Contractor's provided witnesses shall appear at the DCSS prescribed trial with the complete Contractor record of the case being heard and any related case(s) specified by DCSS.
 - b. The Contractor shall make available, at DCSS request, a wide variety of exhibits, in a format determined by DCSS, including: photocopies of portions of the business record; copies of related scientific data, e.g. frequency databases; high quality images of the DNA profiles; copies of relevant publications from the scientific literature; resumes of witnesses; any required affidavits; visual aids describing the principles of paternity testing; and any other reasonable exhibit mutually agreed upon by DCSS and the Contractor.
 - c. The Contractor shall, at DCSS request, provide a demonstration of services, which would be available at a deposition or trial in a contested paternity case. This shall include methods for the visual display of information, along with other techniques and equipment available to the experts for use in such proceedings.
 - d. The Contractor shall ensure that: its expert witnesses thoroughly prepare for trials in which they are scheduled to appear; each case is considered individually and prepared for accordingly; the witness contacts the DCSS-designated attorney upon the Contractor's assignment of the witness to the case; assists DCSS with developing a general strategy for the case, make the witness available to opposing counsel at DCSS request.
 - e. The Contractor shall provide DCSS access to such witnesses through the same process described in 3.3.7.1.b.
- 3.3.8. **Customer Services Team** – The Contractor shall provide qualified customer services staff to respond to inquiries from DCSS staff, and shall make every effort to respond to and resolve inquiries within twenty-four (24) hours or less. This service shall include access to such staff, at minimum: by fax, e-mail and through a toll free telephone number for use by DCSS staff between the hours of 8:00 a.m. and 8:00 p.m. Eastern Standard Time, Monday through Friday.



Exhibit A

- 3.3.8.1. The Contractor shall ensure that its general customer service representatives are able to answer DCSS' routine inquiries, and that non-routine DCSS inquiries are directed to the Contractor's Dedicated Client Liaison, supervisory/management staff, or doctoral staff.
- a. The Contractor shall assign a dedicated Regional Account Executive to DCSS. This individual shall work directly with the Dedicated Client Liaison in the implementation, monitoring and maintaining of services required under this contract. This individual will also provide training for DCSS staff.
 - b. The Contractor shall assign a Dedicated Client Liaison to DCSS. This individual shall: ensure training issues are addressed; provide more in-depth research of client questions and issues; monitor case status, invoices, and specimen collections; and assist with special needs that may arise.
 - c. The Contractor shall provide doctoral staff to serve as the primary technical resources to explain testing results.
- 3.3.8.2. The Contractor's customer services staff shall coordinate specimen collections, including ensuring all requests for obtaining specimens are promptly and satisfactorily completed where one or more persons reside in another state, countries, worldwide, city and county jails, state and federal prisons, work release centers, correctional facilities, and military bases. Additionally, the staff will coordinate courtesy draws, upon DCSS request, while ensuring specimen collection requirements of the testing laboratory are met.
- 3.3.8.3. In scheduling specimen collections, and at DCSS request, the Contractor's customer services staff shall ensure every effort is made to avoid an unsafe situation if domestic violence has been a suspected or known factor in the case.

- 3.3.9. **Third-Party Payment Processing** – Upon DCSS notification, the Contractor shall provide testing services required under this contract, that are billable – either partially or wholly – to a third-party. The Contractor shall collect applicable specimens and conduct applicable testing upon receipt of the third-party payment.

3.4. Testing Times and Locations

- 3.4.1. The Contractor shall routinely conduct testing during normal business hours, and also on weekends and after normal business hours when requested by DCSS.



Exhibit A

- 3.4.2. The Contractor shall collect specimens at locations in all ten (10) New Hampshire counties, at a minimum, and at other locations specified by DCSS. The Contractor shall locate and identify such collection sites; each shall be subject to DCSS approval in advance to implementation. Additional sites acceptable to DCSS include but are not limited to: state prisons, county jails, local DCSS district offices, regional hospitals, and the New Hampshire State Hospital. Upon contract approval, the Contractor shall provide DCSS a list of its DCSS-approved New Hampshire collection sites; any changes made to such locations and sites shall be immediately reported to DCSS for approval.
- 3.4.3. The Contractor shall provide paternity testing services for those cases where one or more of the individuals reside in another State(s) (interstate cases), including: scheduling specimen collection of "absent" party(ies); forwarding of collection kit(s) to appropriate collection site(s) or agency(ies); coordinating all transportation arrangements for the specimens to be forwarded to the testing facility; confirming all arrangements with DCSS; and providing show/no show confirmation of the specimen collection(s) of the party(ies) scheduled. The Contractor shall provide the original of all intergovernmental test reports, with accompanying chain of custody and identification to the DCSS-designated contact.
- 3.4.4. In addition to the locations and sites described in subsection 3.4.2, the Contractor shall provide specimen collection access to its approximately 1,800 company-operated Patient Service Centers, located throughout the United States, including five (5) located in New Hampshire, to better facilitate the intergovernmental scheduling process for DCSS specimen collection needs, as well as access to its international collection locations worldwide, upon DCSS request.

3.5. On-Line Access

- 3.5.1. The Contractor shall provide DCSS with access to its on-line client computer interface via the Contractor's secure website. The Contractor shall ensure that DCSS designated staff are given such access and that it permits:
- a. Submitting of specimen collections for scheduling for individuals located outside of New Hampshire or within a correctional facility whether located within New Hampshire or out-of-state;
 - b. Access to individual case status, including final testing results to be viewed;
 - c. Confirmation of individuals whose specimens are being collected;
 - d. Inquiry access to the Contractor's account for DCSS;
 - e. Access to the Contractor's scheduling manual; and
 - f. Access to the Contractor's GO GREEN flyers.
- 3.5.2. The Contractor shall communicate the following with DCSS by email for all specimen collections scheduled through the Contractor's on-line client computer interface:
- a. Confirmation that specifically identifies the applicable DCSS' staff member's scheduling request, in response to a scheduling request made into the Contractor's on-line computer interface.



Exhibit A

- b. Notification, with an accompanying appointment letter that includes the appointment date, time and location, when the specimen collection is scheduled.
- c. In addition to the hardcopy notification of attendance required in 3.3.3., notification of attendance/non-attendance for parties scheduled for specimen collection in less than five (5) business days of the scheduled appointment. Such notification shall allow DCSS the ability to request rescheduling.

3.6. Supplies

- 3.6.1.1. The Contractor shall provide all supplies necessary for the collection, party identification, preparation, preservation, packaging and transportation of specimens, including but not limited to:
 - a. Specimen collection kits that include: printed instructions; tamper resistant packaging; the chain of custody procedure and form described in subsection 3.3.4 – including the collection and specimen related supplies described therein; tamper evident seals; and pre-addressed shipping envelope.
 - b. Shipping containers/specimen packaging, if needed in addition to that referenced in subsection 3.6.1.1.a.;
 - c. Pre-printed, pre-paid air bills and mailers for overnight carrier;
 - d. Instant camera and film;
 - e. Batteries;
 - f. Thumb printing supplies;
 - g. Gloves; and
 - h. All other supplies, as needed.
- 3.6.1.2. The Contractor shall provide all printed forms used in the performance of contracted services, including at minimum: Client Authorization/Chain of Custody Form; Chain of Custody *Phlebotomist* Form; and Affidavit of Receipt of Genetic Specimens. The Contractor shall provide DCSS with: a description of when each form is used; instruction on completing each form and who should complete it; the means of providing each form to DCSS; a description of any additional information to be submitted with each form; and a description of the routing process of each form.

3.7. Scheduling, Identification and Notification

- 3.7.1. The Contractor shall develop a process for scheduling collections in all ten (10) New Hampshire counties, and maintain a back-up plan to ensure that specimen collections are completed on the times and dates scheduled; both shall be subject to DCSS approval. The Contractor shall schedule collections to take place no less than once per month per county, and shall work with DCSS to increase the number of collection days per month, by applicable county, as needed.
- 3.7.2. The Contractor shall provide DCSS with a notice of specifying attendance or non-attendance of the individuals scheduled for testing, as described in subsections 3.3.3. and 3.5.2.



Exhibit A

3.7.3. The Contractor shall have in place a contingency plan to respond to delays in scheduled collections. The plan, at minimum, shall address the rescheduling of specimen collections, provide immediate notice of the delay and rescheduling to the applicable DCSS contact for the applicable case, and shall be subject to DCSS review and approval.

3.7.3.1. For scheduling delays that are caused by the Contractor or for which the Contractor's employees/subcontractors are responsible, failure to satisfactorily remedy such delays in scheduling shall be considered a triggering event for the payment provisions articulated in Exhibit B.

3.7.4. The Contractor shall ensure that short-notice and emergency requests for specimen collection rescheduling, due to a party's inability to appear for a scheduled appointment, occurs within 24 to 48 hours after receiving a request from DCSS for such a response. This timeline is only applicable to instances in which the party will undergo specimen collection at one of the Contractor's Patient Service Centers; normal scheduling timeframes will apply to all other locations.

3.8. Record Retention and Access

3.8.1.1. The Contractor shall provide DCSS copies of specific test file information upon DCSS request; delivery of such copies shall not exceed five (5) business days from the request date.

a. The Contractor shall maintain the strict confidentiality of all information and records of testing. The Contractor shall release test file information only to DCSS-designated staff for the applicable case, or as otherwise required by law.

3.8.1.2. The Contractor shall retain paper records of tests performed under this contract in electronic form, and any unused specimens collected, for a minimum period of seven (7) years.

3.8.1.3. The Contractor shall ensure that DCSS-designated staff have access to testing results reports, chain of custody forms – complete with photographs and thumbprints – through the Contractor's on-line computer interface.

3.8.1.4. In the event DCSS requires paper copies or additional records, DCSS shall make such request through the Contractor's customer service team. The Contractor shall retrieve the applicable case file and provide it to the Contractor's Laboratory Director, who shall then be responsible for releasing any requested test file information.

3.9. Education and Training

The Contractor shall supply a qualified member of its staff and/or DVD presentations, for the purpose of technical training, educational seminars, workshops, or presentations to DCSS staff, contractors, agents or other parties approved by DCSS. These training sessions shall take place as requested by DCSS. Available training presentations shall include, at minimum: the Contractor's IdentiLink and Go Green initiative; interpreting results; educational literature; customer services teams and approach; and current service satisfaction.



Exhibit A

4. Staffing

4.1. Minimum Staffing Requirements

- 4.1.1. The Contractor shall maintain a staffing plan, subject to DCSS approval, that provides adequate numbers of professionally qualified and trained staff for all stages of paternity testing and the performance of all contractually required services.
- 4.1.2. The Contractor shall provide DCSS with the services of a phlebotomist, qualified medical technician and/or other appropriate services; both on short notice and in emergencies.
- 4.1.3. In addition to the phlebotomist, the Contractor shall provide staff to assist the phlebotomist in the collection of specimens in those situations where there are young children and/or more than one child present.
- 4.1.4. The Contractor shall advise DCSS in writing of any permanent or temporary changes to or deletions from the Contractor's management, supervisory, and key professional personnel, who directly impact the paternity testing services, at least ten (10) days in advance of such change; replacement staff shall be subject to DCSS approval.

4.2. Criminal Background, Drug Screening and Disclosures

- 4.2.1. Prior to a prospective employee's first day of work, the Contractor shall conduct a comprehensive background check, including a criminal records check, on any employee who shall perform duties under this Contract. A copy of said background check shall be provided to DCSS upon request. This background check process applies to temporary employees each time they start or re-start work with the Contractor. The background check shall include at a minimum, identity verification, including Social Security Number trace, and felony and misdemeanor records from county of current residence.
- 4.2.2. Prior to a prospective employee's first day of work, the Contractor shall conduct and receive a comprehensive drug screening on any prospective employee intended for the future performance of duties under this Contract. The parties acknowledge that the Contractor conducts random drug screening for its employees, including those that perform duties under this Contract. The Contractor shall notify DCSS of any instances in which such an employee receives a drug test result that indicates illegal use of drugs. This notification shall include a listing of all DCSS cases on which the subject employee performed contractual services.
- 4.2.3. All Contractor employees, permanent and temporary, shall sign a disclosure form provided by DCSS which discloses any relationship of their own, or of a member of their immediate family, to the process of receiving or paying child support. These disclosure forms shall immediately be shared with DCSS. The Contractor's employees shall be strictly prohibited from accessing the system to check the status of cases to which they have a personal relationship. No employee shall process specimens, documents, reports, and test results related to a paternity testing case to which they have a personal relationship.



Exhibit A

5. Delegation and Subcontractors

5.1. Identification and Approval

- 5.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities. DHHS reserves the right to accept or reject the use of any subcontractor.
- 5.1.2. All subcontractors' employees performing any services required by the Contract are subject to the Criminal Background, Drug Screening and Disclosure provisions specified in subsection 4.2, the Conflict of Interest provisions specified in subsection 6.4.1, and all other applicable contractual conditions as the Contractor's employees.

6. Compliance

6.1. American Association of Blood Banks

The Contractor shall: be fully accredited by the American Association of Blood Banks (hereinafter "AABB"); adhere to all applicable testing standards promulgated by the AABB; and maintain AABB accreditation during the entire contract term. DCSS reserves the right to terminate the contract if AABB accreditation is not maintained.

- a. The Contractor shall perform DNA testing using only validated techniques and procedures that are commonly accepted within the scientific and legal communities and are accepted by the agencies accrediting the Contractor's operation, including: AABB, and the College of American Pathologists (CAP).

6.2. Confidentiality

- 6.2.1. The Contractor shall utilize detailed policies and procedures that ensure confidentiality throughout the entire testing process and test result reporting process. These policies and procedures shall be subject to DCSS review and shall remain in full force and effect during the contract period or as otherwise specified within the contract. DCSS reserves the right to terminate the contract if confidentiality is breached.
- 6.2.2. The Contractor shall not disclose data that personally identifies a IV-D responsible parent and/or dependent under any circumstance other than: to persons or entities that are authorized to use the information for child support paternity testing purposes pursuant to the Contract; or as otherwise required or permitted by federal or state law.

6.3. DHHS Staff

Under no circumstances shall any employee of DHHS, including DCSS staff, be permitted to assist the Contractor's phlebotomist and/or qualified medical technician in the collection of specimens.

6.4. Conflict of Interest

- 6.4.1. The Contractor shall represent and covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of its services hereunder.



Exhibit A

- a. In the event that the Contractor, its employees or subcontractors, experience a situation wherein an interest, direct or indirect, which would conflict in any manner or degree with the performance of its contractual responsibilities with respect to individuals being tested pursuant to this Contract, the Contractor shall immediately notify DCSS. DCSS will work with the Contractor to determine the best remedy to meet the requirements of the contract.

6.5. Disaster Recovery

Upon notice of or becoming aware of the DHHS Commissioner's, or his or her designee's, determination/declaration that there is a DHHS information technology related disaster, the Contractor shall immediately communicate with the DCSS' Business Recovery Services Contractor. The Contractor shall perform all its contractual duties in cooperation with the Business Recovery Services Contractor, and at the direction of the Department of Information Technology (DoIT), until such time as DoIT's mainframe is fully operational. Information regarding the Point-of-Contact for the Business Recovery Services Contractor shall be provided by DCSS upon contract approval.

6.6. Physical Security Requirements

- 6.6.1. The Contractor shall comply with all physical security requirements that are mandated by federal and/or state laws, rules, or regulations. The Contractor shall permit access to paternity testing operations by agents of the State or federal government for the purpose of ascertaining compliance with all applicable laws, rules, regulations and the conditions of the Contract.
- 6.6.2. The Contractor shall make every effort to protect the paternity testing operations from damage by accident, theft, malicious intent, fire, loss of utilities, environmental hazards such as flood and hurricanes, vandalism, and unauthorized access.

7. Quality Control and Performance Monitoring

- 7.1.1.1. The Contractor shall utilize quality control protocols that have been inspected and approved by the AABB, American Society for Histocompatibility and Immunogenetics (ASHI), and the College of American Pathologists. The Contractor shall participate in proficiency testing programs sponsored by the College of American Pathologists, or its successor. The Contractor's quality control and quality assurance programs shall include, but not be limited to:
 - a. Color-coded buccal swabs, with matching color-coded labels and color-coded envelopes.
 - b. Double blind testing of all specimens.
 - c. An initial test battery that will detect on average 99.99999% of falsely accused men.
 - d. Extensive additional genetic markers to resolve difficult cases.
 - e. An average probability of paternity of 99.999999%
 - f. The majority of cases with a combined paternity index greater than one billion to one (1,000,000,000 to 1).
 - g. Opinions of non-paternity based on three (3) or more inconsistencies.
 - h. Computer review of various quality control checks and warning messages, when appropriate.



Exhibit A

- i. Duplicate review of all cases.
 - j. Final review by qualified scientists (Ph.D.)
 - k. Regular participation in continuing education programs.
 - l. Full time quality control/quality assurance supervisors.
 - m. Internal proficiency testing program.
 - n. Participation in multiple external proficiency programs.
- 7.1.1.2. The Contractor acknowledges and accepts that DCSS reserves the right to conduct quarterly evaluations of the performance of the Contractor during the Contract period by methods and procedures DCSS deems appropriate. The Contractor further acknowledges that any and all deficiencies cited in writing by DCSS shall be corrected by the Contractor to the satisfaction of DCSS within thirty (30) calendar days of notification of said deficiencies.



Exhibit B

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement, in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Agreement Period: Effective January 1, 2016, or the date of Governor and Executive Council approval, whichever date is later, through June 30, 2019.
3. The Contractor shall be compensated, for providing and delivering the services described in Exhibit A, Scope of Services, on the basis of the fixed Price Schedule identified in Exhibit B-1. Compensation paid by DCSS shall be accepted by the Contractor as payment in full for the services provided under the Contract.
 - 3.1. Any services described in Exhibit A that do not have a corresponding price identified in Exhibit B-1 shall be provided by the Contractor at no additional cost to DCSS. The Contractor shall be responsible for all costs associated with the delivery of such services, including the costs associated with transportation of specimens collected.
 - 3.2. The Contractor shall not charge for genetic tests for which test results reports were not issued within twenty-one (21) days as set forth in Exhibit A, subsection 3.3.6.
 - 3.3. The Contractor shall only include completed cases with completed tests results reports on invoices; cases in progress shall be billed in the month the test results reports are completed and provided to DCSS.
 - 3.4. The Contractor shall not be entitled to any payment for genetic testing for which test results reports do not have an accompanying and correctly completed Chain of Custody Form, or for which DCSS later determines that the Chain of Custody process described in Exhibit A, subsection 3.3.4, was not correctly followed. This provision shall survive the termination of the Agreement, and DCSS shall be entitled to any repayment of monies paid to the Contractor for genetic testing that meets these criteria.
 - 3.5. DCSS may withhold ten percent (10%) of a monthly payment for services performed under the Contract if, in the sole judgment of DCSS, the Contractor is non-compliant with the terms and conditions of the Agreement and/or the Scope of Work, including but not limited to: quality of paternity testing services; quantity of paternity testing services; accuracy of service; timeliness of service delivery and processing; physical security and confidentiality requirements. DCSS shall provide the Contractor with a written list of specific services, transactions or conditions requiring correction or remediation. Payments withheld by DCSS may be released upon determination by DCSS that the conditions causing non-compliance have been corrected and remedied to the satisfaction of DCSS.
4. The Contractor understands and agrees that the cost structure, including the unit price specified in the Price Schedule, Exhibit B-1, shall be guaranteed for the entire Agreement Period specified in paragraph 2.



Exhibit B

5. The Contractor shall ensure services provided under this Agreement, that are subject to the provisions of Exhibit A, subsection 3.3.9, Third-Party Payment Processing, are not charged to DCSS. In no event shall the Agreement's funds be utilized for services that are subject to the provisions of Exhibit A, subsection 3.3.9. In the event DCSS later determines that DCSS payments were made for this purpose, DCSS shall be entitled to repayment from the Contractor. This provision shall survive the termination of the Agreement.
 - 5.1. The Contractor shall accept cashier's checks or money orders issued by third-party payors for testing pursuant to Exhibit A, subparagraph 3.3.9, Third Party Payments, that are sent to the Contractor from DCSS. Upon receipt of such payment, the Contractor shall commence specimen collection and testing accordingly.
6. The services described in Exhibit A, Scope of Services, are funded with 34% General Funds, and 66% Federal funds made available under:

| | |
|-----------------|--|
| CFDA #: | 93.563 |
| Federal Agency: | U.S. Department of Health and Human Services, Administration for Children and Families |
| Program Title: | Child Support Enforcement |
| FAIN: | To Be Determined |

 - 6.1. The Contractor agrees to provide the services described in Exhibit A, Scope of Services, in compliance with the Federal requirements applicable to the funding source stated in paragraph 6.
7. **Invoices** – The Contractor shall invoice DCSS monthly for services performed in accordance with the Agreement. Such invoices shall be sent to the Program Specialist IV (or other DCSS designee), Administration, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301-3857. Invoices shall:
 - 7.1. Define, specify and itemize all services provided to DCSS and prices charged to DCSS;
 - 7.2. Contain discreet account numbers that identify each individual tested, the relevant DCSS District Office, the collection date, names and/or names, and prices;
 - 7.3. Record prepayments and specify the individual for whom the prepayment was made, the date of the prepayment, and the amount of prepayment; and
 - 7.4. Other information as mutually agreed upon.
8. **Statements** – The Contractor shall provide to DCSS, no later than the fifteenth (15th) day of each month, an itemized statement of services rendered, pursuant to this Agreement, to each individual account in the prior month. Itemized statements shall include payments received and credited to each account that month. Additionally, the monthly, itemized statement shall include: the date of receipt, the check number, the amount of the payment, and the source of the payment.
9. **Financial Management** – The Contractor and DCSS shall each designate a respective contact person to resolve billing discrepancies. The parties shall provide to each other the name, title, telephone number, fax number and email address of the contact person upon commencement of the Agreement Period specified in paragraph 2. Each party shall notify the other in the event of a change of its designated contact person within ten (10) days of any such change.



Exhibit B

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
11. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to the terms of the General Provisions, adjustments to amounts within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.



Exhibit B-1

Price Schedule

| Proposed Service | | RFP Section Reference* | Price per Item | Item Count |
|--|----------------|------------------------|----------------|--------------------|
| Genetic Tests | 3.1.3.1 | | | Sub-Total |
| 1. DNA Probes, polymerase chain reaction procedure | 3.1.3.1.a | \$31.05 | 1,500 | \$46,575.00 |
| 2. DNA Probes, restriction fragment length polymorphism procedure. | 3.1.3.1.b | \$31.05 | 6 | \$ 186.30 |
| 3. Red Cell Antigens (RCA) | 3.1.3.1.c | \$31.05 | 6 | \$ 186.30 |
| 4. Human Leukocyte Antigens (HLA) | 3.1.3.1.d | \$31.05 | 6 | \$ 186.30 |
| 5. Red Cell Enzymes | 3.1.3.1.e | \$31.05 | 6 | \$ 186.30 |
| ANNUAL (12 months) TOTAL**: | | | | \$47,320.20 |

*Descriptions referenced within RFP 16-DHHS-OHS-DCSS-02 are hereby incorporated into this Agreement and the Price Schedule. Any services contained in Exhibit A of this Agreement but not otherwise listed in the Price Schedule shall be provided by the Contractor to DCSS at no additional charge.

**Annual Total shall be prorated for each State Fiscal Year covered within the Agreement Period based on the Annual Total divided by 12, then multiplied by the number of months in the applicable State Fiscal Year covered within the Agreement Period.



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 reimbursement in excess of costs;



- 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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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



- 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.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

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.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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 to be provided to eligible individuals 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.

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.

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 the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 11. Reports, of Exhibit C of this contract, is deleted in its entirety.



4. Subparagraph 12. Completion of Services, of Exhibit C of this Contract, is deleted and replaced with the following:
 12. Completion of Services: 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 charges, subsequent audit or investigation, the Department determines that the provisions of subparagraph 3.4 of Exhibit B of this Contract applies, the Department shall retain the right, at its discretion, to recover such sums from the Contractor.
5. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by 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 GRANTEES 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:
Laboratory Corporation of America Holdings

11/17/15
Date

Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager



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-I.)
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:
Laboratory Corporation of America Holdings

11/17/15
Date

Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager



**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:
Laboratory Corporation of America Holdings

11/17/15

Date

Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager



**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 Aem

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:
Laboratory Corporation of America Holdings

11/17/15
Date

Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager

Exhibit G

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

Contractor Initials aem



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.

Contractor Name:
Laboratory Corporation of America Holdings

11/17/15
Date

Argie R. Miller
Name: Argie R. Miller
Title: Contract Manager



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:
Laboratory Corporation of America Holdings

11/17/15
Date

Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 861422434
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |