

Handwritten initials: 23 and a signature.

Handwritten initials: J, SK, MT.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4642 1-800-852-3345 Ext. 4642
Fax: 603-271-4760 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

August 20, 2014

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

100% General Fund

Retroactive
Sole source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** amend an existing **sole source** agreement with DiaSorin Inc., Purchase Order # 1018355 (Vendor #175620/R001), 1951 Northwestern Avenue, Stillwater, MN 55082-0285, for the provision of repair and service for the ETI-MAX 300 Microplate Analyzer by increasing the price limitation by \$11,340, from \$32,400 to \$43,740, and extending the completion date from August 10, 2014 to August 10, 2015, effective retroactive to August 10, 2014, upon Governor and Council approval. This agreement was originally approved by Governor and Council on August 10, 2011, Item #81.

Funds are available in the following account for SFY 2015, with authority to adjust encumbrances between State Fiscal Year through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2012	020-500239	Current Expense	90059000	\$10,800	\$0	\$10,800
SFY 2013	020-500239	Current Expense	90059000	\$10,800	\$0	\$10,800
SFY 2014	020-500239	Current Expense	90059000	\$10,800	\$0	\$10,800
SFY 2015	024-500225	Maintenance other than Building and grounds	90059000	\$0	\$11,340	\$11,340
			Sub-Total	\$32,400	\$11,340	\$43,740
			Total	\$32,400	\$11,340	\$43,740

EXPLANATION

This amendment is a **retroactive** request in order to avoid a break in services to the ETI-MAX 3000 Microplate Analyzer due to a delay in receiving contract signature pages from DiaSorin, Inc.

This is a **sole source** renewal because services on this system require a DiaSorin, Inc. trained and authorized field service engineer, and replacement parts are proprietary to DiaSorin, Inc. This amendment provides critical maintenance and repair for the Public Health Laboratories, ETI-MAX 3000 Microplate Analyzer.

Funds in this amendment will be used to provide additional emergency repair and preventive maintenance service to the ETI-MAX 3000 Microplate Analyzer. The ETI-MAX automated analyzer is the laboratory workhorse used to diagnose diseases such as HIV, Hepatitis A, Hepatitis B, Hepatitis C, Measles, Mumps, Varicella (Chicken Pox), and Rubella. This instrument can test one hundred samples for multiple diseases simultaneously. To maintain this instrument's reliability, accuracy, and precision, regular maintenance is required including cleaning, adjustments, and occasionally part replacement. These maintenance activities are a requirement of the Public Health Laboratories overseeing regulatory agency under the Clinical Laboratory Improvement Amendments. Without regular servicing of equipment, the laboratory is not in compliance with these regulations. It is essential that this instrument be properly functioning and well maintained at all times to protect public health.

Should Governor and Executive Council not authorize this Request, the lack of maintenance and repair may cause the ETI-MAX automated analyzer to be out of service, causing delays in the diagnoses of diseases in New Hampshire.

As referenced in the original letter approved by Governor and Council on August 10, 2011, item #81, this sole source Agreement has the option to renew for three (3) 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 one (1) year of the three (3) year option to renew. These services were contracted previously with this vendor in SFY 2012, SFY 2013, and SFY 2014 in the amount of \$32,400.

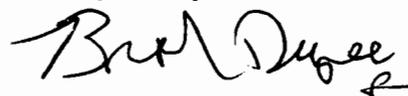
The following performance measures will be used to measure the effectiveness of the contract. The vendor will provide:

- One (1) mandatory on-site visit within the twelve-month period of this contract to perform preventative maintenance.
- Unlimited emergency on-site visits for repair calls, with response time typically within 72 hours.
- Unlimited technical support by telephone and/or mail.

Area served: Statewide.

Source of Funds: 100% General Funds.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
DiaSorin Inc.**

This 1st Amendment to the DiaSorin Inc., contract (hereinafter referred to as "Amendment One") dated this 23 day of July, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and DiaSorin Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at DiaSorin.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 10, 2011, 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 the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to provide service and repair to the ETI-MAX 3000 Microplate Analyzer.

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 as follows:

To amend as follows:

- Form P-37, to change:
Block 1.7 to read: August 10, 2015
Block 1.8 to read: \$43,740
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Exhibit B - Amendment 1
- Exhibit C, Special Provisions, to add:
 - Subparagraph 9. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections
- Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance:
 - Delete Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance

Jan
Feb 2014



- Replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection, dated 06/27/14

This amendment, Amendment 1, is effective August 10, 2014.

J
7/27/2014



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

[Signature] 8/25/14
Date

[Signature]
Brook Dupee
Bureau Chief

DiaSorin, Inc.

7/23/2014
Date

[Signature]
Name: JOHN WALTER
Title: PRESIDENT

Acknowledgement:

State of Minnesota, County of Washington on July 23, 2014, before the undersigned officer, personally appeared the person identified 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.

[Signature]
Signature of Notary Public or Justice of the Peace

Katherine E. Resech
Name and Title of Notary or Justice of the Peace



My Commission Expires: 1-31-2016

Contractor Initials: [Signature]
Date: 7/23/2014



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

OFFICE OF THE ATTORNEY GENERAL

Date 7/14/14

Name: Megan A. Yaffe
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: Jew
Date: 7/23/2014



Exhibit A – Amendment 1

SCOPE OF SERVICES

I. The Contractor Shall provide Repair and Service for the following System:

ETI-MAX 3000 Microplate Analyzer, Serial Number 9163500606

The contractor shall provide:

- a. Unlimited on-site repair services and toll-free telephone support – performed due to an instrument malfunction
 - i. Initial diagnostic services will be available during DiaSorin's normal business hours, (Monday through Friday, 8:00 AM to 7:00 PM CST) via telephone, e-mail or remote access
 - ii. The contractor will respond by telephone within one business day of the initial call for service. If the problem cannot be resolved over the phone then an on-site visit will be scheduled
 - iii. Labor, parts, travel expenses, and telephone assistance costs are no charge
- b. Preventive Maintenance (PM) – performed once each contract year at a mutually convenient time
 - i. Field Service Engineer will clean, inspect, lubricate, adjust, repair and/or replace parts deemed necessary and perform all maintenance functions as noted in the owner's manual and recommended by the manufacturer.
 - ii. Labor, parts, travel expenses, and telephone assistance costs are no charge
 - iii. Preventive maintenance will be performed during PHL normal business hours (Monday – Friday, 8:00 AM to 4:30 PM)

II. Performance Measures

- i. One (1) on-site preventive maintenance visit within the 12 month period of this agreement.
- ii. Unlimited emergency visits.
- iii. Unlimited technical support by telephone.



Exhibit B – Amendment 1

Purchase of Services
Contract Price

1. The contract price shall increase by \$11,340. The contract shall total \$43,740 for the contract term.
2. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

Months of coverage	01 - 12	13 - 24	25 - 36	37 - 48	
					Total
Payment Per State Fiscal Year (SFY)	SFY 2012 \$10,800	SFY 2013 \$10,800	SFY 2014 \$10,800	SFY 2015 \$11,340	\$43,740

3. Funding in the amount of \$11,340 is available from ~~010-0902530-020-500239~~
05-95-90-903010-7966-024-500225
4. Funding sources:
 - a. \$11,340 = 100% general funds SFY 2015
5. The invoice in the amount of \$11,340 shall be submitted by the contractor for payment of the 12-month period, within thirty (30) days of approval of the contract by Governor and Council (G&C).
6. Invoice shall be submitted, on Contractor letterhead, to the individual noted below:

NH Public Health Laboratories
29 Hazen Drive
Concord, NH 03301

Attn: Mary J. Holliday

Contractor Initials: *JW*
Date: *7/27/2011*



Exhibit C – Amendment 1

9. 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.

Contractor Initials
Date

JW
11/23/2014



**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.

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

6/27/14

Exhibit G - Certification of Compliance with Requirements
Pertaining to Federal Nondiscrimination, Equal Treatment
of Faith-based Organizations and Whistleblower Protections
Page 1 of 2

Contractor Initials

Date

[Signature]
6/27/2014

New Hampshire Department of Health and Human Services
Exhibit G



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:

Date 7/23/2014


Name: JOHN C. WALLACE
Title: PRESIDENT

Contractor Initials JW
Date 7/23/2014

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 DiaSorin Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 14, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of July, A.D. 2014

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

William M. Gardner
Secretary of State

DiaSorin Inc.
1951 Northwestern Avenue
Stillwater, MN 55082-0285
800-328-1482
tel 651-439-9710
fax 651-351-5669
www.diasorin.com

CERTIFICATE OF VOTE/AUTHORITY

I, Douglas Schuenke, certify that I am the Secretary of DiaSorin Inc., a corporation organized under the laws of Delaware (the "Corporation") and that, as such, I am authorized to execute this certificate on behalf of the Corporation and do hereby further certify that:

1. The following is a true and complete copy of the resolution adopted in the By-Laws of the Corporation by written consent of the Sole Director on November 6, 2000 and that they do now constitute the By-Laws of said Corporation;

BY-LAWS ARTICLE III Officers.

Section 2(b) President. Subject to the board of directors and the provisions of these By-Laws, the president shall be the chief executive officer of the corporation, shall exercise the powers and authority and perform all of the duties commonly incident to this office, shall in the absence of the chairman of the board preside at all meetings of the stockholders and of the board of directors if he is a director, and shall perform such other duties as the board of directors shall specify from time to time. The president, unless some other person is thereunto specifically authorized by the board of directors, shall sign all bonds, debentures, promissory notes, deeds and contracts of the corporation.

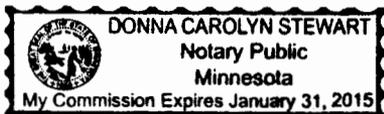
2. John Walter is the duly elected President of the Corporation; and
3. The forgoing resolution is in full force and effects as of the date thereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 23rd day of July, 2014.

Corporate Seal



Douglas Schuenke
Secretary







Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4661 1-800-852-3345 Ext. 4461
Fax: 603-271-4760 TDD Access: 1-800-735-2964



June 17, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

APPROVED BY _____
DATE 8/10/11
PAGE 10
ITEM # 81

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Laboratory Services, Public Health Laboratories, to enter into a sole source agreement with DiaSorin, Inc., (Vendor #175620/R001), 1951 Northwestern Avenue, Stillwater, MN 55082-0285, in an amount not to exceed \$32,400.00, to provide repair and service for the ETI-MAX 3000 Microplate Analyzer, to be effective for the duration of the thirty-six (36) months from the date of approval by the Governor and Council. Funds are available in the following account for SFY 2012 and SFY 2013, and are anticipated to be available in SFY 2014 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-90-903010-5230 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH LABORATORIES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2012	020-500239	Current Expense	90059000	\$10,800.00
SFY 2013	020-500239	Current Expense	90059000	\$10,800.00
SFY 2014	020-500239	Current Expense	90059000	\$10,800.00
			Total	\$32,400.00

EXPLANATION

This agreement is requested as sole source as the ETI-MAX 3000 Microplate analyzer instrument is sold and serviced exclusively by DiaSorin, the original equipment manufacturer. Parts for this instrument are available only through this vendor. Maintenance and repair of the instrument must be performed by a DiaSorin trained field service engineer, with servicing according to manufacturer's instructions, and using genuine parts made for the ETI-MAX.

June 17, 2011

Page 2 of 2

Funds in this agreement will be used for emergency repairs and service, as well as for the required preventive maintenance services. The ETI-MAX automated analyzer is the laboratory workhorse used to diagnose diseases such as HIV, Hepatitis A, Hepatitis B, Hepatitis C, Measles, Mumps, Varicella (Chicken Pox), and Rubella. This instrument can test one hundred samples for multiple diseases simultaneously. To maintain this instrument's reliability, accuracy, and precision, regular maintenance is required including cleaning, adjustments, and occasionally part replacement. These maintenance activities are a requirement of the Public Health Laboratories overseeing regulatory agency under the Clinical Laboratory Improvement Amendments (CLIA). Without regular servicing of equipment, the laboratory is not in compliance with these regulations. It is essential that this instrument be properly functioning and well maintained at all times to protect public health.

Should Governor and Executive Council not authorize this request, this instrument could be out of service in the near future, with no options for repairs. Diagnoses of diseases, important to the public's health, would be delayed.

As referenced in Exhibit C, this Agreement has the option to renew for three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This option is to take advantage of a multi-year flat fee without increases and to assure continuous coverage of the instrument. This instrument was purchased in 2005 with an additional two years of warranty and service. This is the first agreement with this Contractor for service and repair only, since the purchase of the instrument. Service and repairs under the purchase agreement have been within expectations.

The following performance measures will be used to measure the effectiveness of the contract. Any complaints or irregularities will be reported to and followed up by the Quality Assurance Manager. The vendor will provide:

- One (1) on-site preventive maintenance visit per year
- Unlimited emergency visits
- Unlimited technical support by telephone

Area served: Statewide.

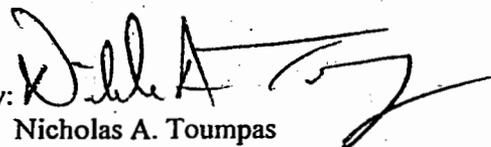
Source of Funds: 100% General Funds.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MH/sjw

NH Department of Health and Human Services

Exhibit A

Scope of Services

Repair & Service Agreement for DiaSorin ETI-MAX 3000 Microplate Analyzer

CONTRACT PERIOD: For thirty-six (36) months from date of approval by Governor and Council

CONTRACTOR NAME: DiaSorin Inc.

ADDRESS: 1951 Northwestern Ave
Stillwater, MN 55082-0285

CONTACT: Steve Roach
TELEPHONE: 651-351-5777
FAX: 651-351-5669
EMAIL: Steve.Roach@diasorin.com
VENDER #: 175620 / R001

This agreement covers the ETI-MAX 3000 Microplate Analyzer, Serial Number 9163500606

The contractor shall provide:

- a. Unlimited on-site repair services and toll-free telephone support – performed due to an instrument malfunction
 - i. Initial diagnostic services will be available during DiaSorin's normal business hours, (Monday through Friday, 8:00 AM to 7:00 PM CST) via telephone, e-mail or remote access
 - ii. The contractor will respond by telephone within one business day of the initial call for service. If the problem cannot be resolved over the phone then an on-site visit will be scheduled
 - iii. Labor, parts, travel expenses, and telephone assistance costs are no charge
- b. Preventive Maintenance (PM) – performed once each contract year at a mutually convenient time
 - i. Field Service Engineer will clean, inspect, lubricate, adjust, repair and/or replace parts deemed necessary and perform all maintenance functions as noted in the owner's manual and recommended by the manufacturer.
 - ii. Labor, parts, travel expenses, and telephone assistance costs are no charge
 - iii. Preventive maintenance will be performed during PHL normal business hours (Monday – Friday, 8:00 AM to 4:00 PM)

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Repair & Service Agreement for DiaSorin ETI-MAX 3000 Microplate Analyzer

CONTRACT PERIOD: For thirty-six (36) months from date of approval by Governor and Council

CONTRACTOR NAME: DiaSorin Inc.

ADDRESS: 1951 Northwestern Ave
Stillwater, MN 55082-0285

CONTACT: Steve Roach

TELEPHONE: 651-351-5777

FAX: 651-351-5669

EMAIL: Steve.Roach@diasorin.com

VENDER #: 175620 / R001

Vendor # 175620

Job # 90059000

Appropriation # 010-090-5230-020-500239

	Months of Coverage	1 - 12	13 - 24	25 - 36	
	Payment Per State Fiscal Year (SFY)	SFY 2012	SFY 2013	SFY 2014	
Appropriation	Job code				Total
010-090-5230-020-500239	90059000	\$10,800.00	\$10,800.00	\$10,800.00	\$32,400.00

1. The total amount of all payments made to the Contractor in the performance of the contract shall not exceed \$32,400.00. This contract is funded with 100% General funds.
2. The cost of the contract is based on a fee for three periods of coverage. Payment for each of the periods will be paid at the beginning of the period.
 - a. The first invoice in the amount of \$10,800.00 shall be submitted by the contractor for payment of the first 12-month period, within thirty (30) days of approval of the contract by Governor and Council (G&C).
 - b. The second invoice, in the amount of \$10,800.00, shall be submitted by the contractor for payment of the second 12-month period, eleven (11) months from the date of approval of the contract by Governor and Council (G&C).
 - c. The third and final invoice, in the amount of \$10,800.00, shall be submitted by the contractor for payment of the third 12-month period, twenty three (23) months from the date of approval of the contract by Governor and Council (G&C).
3. Invoices shall be submitted, on Contractor letterhead, to the individual noted below:

NH Public Health Laboratories
29 Hazen Drive
Concord, NH 03301

Attn: Mary J. Holliday

Exhibit C
SPECIAL PROVISIONS

1. **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.
2. **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.
3. **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 directed 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.
4. **Renewal:** This Agreement has the option to renew for three (3) additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.
5. **Conditional Nature of Agreement:** Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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.

6. 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.

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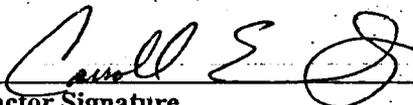
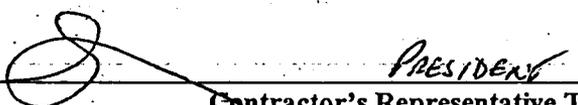
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 
Contractor Signature Contractor's Representative Title

CARROLL E. STREETMAN, JR. 06-08-11
Contractor Name Date