

22 mll



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF CORRECTIONS  
 DIVISION OF ADMINISTRATION

Helen E. Hanks  
 Commissioner

Robin H. Maddaus  
 Director

P.O. BOX 1806  
 CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609  
 TDD Access: 1-800-735-2964  
 www.nh.gov/nhdoc

July 5, 2018

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to enter into **retroactive** two-year contract with Laboratory Corporation of America Holdings d/b/a LabCorp (VC # 174899), 69 First Avenue, Raritan, NJ 08869, in the amount of \$408,082.22 to provide On-Site Clinical Laboratory Services effective upon Governor and Executive Council approval for the period of July 1, 2018 through June 30, 2020, with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funds for this contract are available in account, Medical-Dental, as follows: 02-46-46-465010-8234-101-500729, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funds for SFY 2020 are contingent upon the availability and continued appropriation of funds.

Laboratory Corporation of America Holdings d/b/a LabCorp			
Account	Description	SFY 2019	SFY 2020
02-46-46-465010-8234-101-500729	Medical and Dental	\$ 204,041.11	\$ 204,041.11
Total Contract Amount:			\$ 408,082.22

**EXPLANATION**

This contract is **retroactive** due to an error found in the Exhibit B which required correction and resulted in this becoming a retroactive request. Clinical Laboratory Services are a critical and necessary component of the overall New Hampshire Department of Corrections healthcare delivery system. Basic lab work is performed on all persons under departmental control upon admission to facilities and is ordered clinically indicated throughout their incarceration and/or hospital stay. Services provided will include blood, urine, sputum and tissue analysis for a wide spectrum of diseases and health conditions. These essential clinical laboratory services will be provided to the Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Special Housing Unit (SHU) Concord, NH and the NH Correctional Facility for Women (NHCF-W), Concord, NH.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for four (4) consecutive weeks and notified three (3) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposals. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract to the incumbent, Laboratory Corporation of America Holdings d/b/a LabCorp, in the amount of \$408,082.22.

This RFP was scored utilizing a consensus methodology by a four (4) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Paula Mattis, FACHE, Director, Medical & Forensic Services, NH Department of Corrections, Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services, NH Department of Corrections, Joyce Leeka, Operations Administrator, NH Department of Corrections and Jennifer Lind, Contract/Grant Administrator, NH Department of Corrections.

Respectfully Submitted,



Helen E. Hanks  
Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF MEDICAL & FORENSIC  
SERVICES

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
[www.nh.gov/nhdoc](http://www.nh.gov/nhdoc)

Helen M. Hanks  
Commissioner

Paula L. Mattis  
Director

**RFP Bid Evaluation and Summary**  
**On-Site Clinical Laboratory Services**  
**NHDOC 18-11-GFMED**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
  - a. Total Estimated Cost – 400 points
  - b. Organizational Capability – 300 points
  - c. Program Structure/Plan of Operation – 300 points
  - d. Qualitative References – Pass/Fail
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 31 of NHDOC 18-11-GFMED On-Site Clinical Laboratory Services RFP.
  - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Capability, Program Structure/Plan of Operation and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- Paula Mattis, FACHE, Director, Medical & Forensic Services, NH Department of Corrections
- Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services, NH Department of Corrections
- Joyce Leeka, RHIA, Operations Administrator, Medical & Forensic Services, NH Department of Corrections
- Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration, NH Department of Corrections

---

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF MEDICAL & FORENSIC  
SERVICES**

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

**Helen M. Hanks**  
Commissioner

**Paula L. Mattis**  
Director

**RFP Scoring Matrix  
Clinical Laboratory Services  
NHDOC 18-11-GFMED**

Respondents:

- *Bio-Reference Laboratories, Inc.*  
481 Edward H. Ross Drive  
Elmwood Park, NJ 07407
- *Laboratory Corporation of America Holdings*  
d/b/a LabCorp  
69 First Avenue  
Raritan, NJ 08869

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Total Estimated Cost – 400 points
  2. Organizational Capability – 300 points
  3. Program Structure/Plan of Operation – 300 points
  4. Qualitative References – Pass/Fail

<b>NHDOC 18-11-GFMED RFP Scoring Matrix</b>			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Bio-Reference Laboratories, Inc.</i>	<i>Laboratory Corporation of America Holdings d/b/a LabCorp</i>
<i>Total Estimated Cost</i>	400	350	388
<i>Organizational Capability</i>	300	100	300
<i>Program Structure/Plan of Operation</i>	300	200	300
<i>Qualitative References</i>	Pass/Fail	Fail	Pass
<b>Total</b>	<b>100</b>	<b>650</b>	<b>988</b>

Contract Award:

- *Laboratory Corporation of America Holdings d/b/a LabCorp*  
69 First Avenue  
Raritan, NJ 08869

---

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF MEDICAL & FORENSIC  
SERVICES

P.O. BOX 1806  
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
[www.nh.gov/nhdoc](http://www.nh.gov/nhdoc)

Helen M. Hanks  
Commissioner

Paula L. Mattis  
Director

**RFP Evaluation Committee Member Qualifications**  
**On-Site Clinical Laboratory Services**  
**NHDOC 18-11-GFMED**

**Paula Mattis FACHE, Division Director, Medical & Forensic Services:**

Ms. Mattis recently joined the NH Department of Corrections serving as the Non-Medical Director, Division of Medical & Forensic Services. Her professional history includes seven years as Administrator of Community Integration at the State of New Hampshire, New Hampshire Hospital, four years as Chief Operating Officer and three years as Acting CEO. Prior to this appointment, Ms. Mattis was President and Chief Executive Officer of the Animal Rescue League of New Hampshire. Ms. Mattis received her Bachelor of Arts degree with honors in Psychology (major) and Sociology (minor) from the University of Texas and a Master's of Social Work, specializing in Community Mental Health from the University of Illinois.

**Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services:**

Ms. Campbell is the Deputy Director for the Division of Medical & Forensic Services for the NH Department of Corrections. In this capacity, Ms. Campbell's role is to administer and supervise allied health services for the Division of Medical & Forensic Services and is responsible to ensure public and institutional safety for all sites through staff and contract monitoring and evaluation. Ms. Campbell is a graduate of UMass Lowell and has involvement with the Department for over twenty-eight years, most recently in the capacity of Director of Rehabilitation Services. Ms. Campbell's past experience has included ownership of a physical therapy clinic as well as vast acute care hospital experience.

**Joyce Leeka, RHIA, Medical Operations Administrator, Medical & Forensic Services:**

Ms. Leeka is the Operations Administrator for the Medical and Forensic Services Division for the NH Department of Corrections. In this capacity Ms. Leeka is the subject matter expert for Health Information Management. This includes medical privacy (HIPAA), record management, Electronic Health Records and medical coding and billing to include the new ICD-10-CM system. Ms. Leeka is the Utilization Management Administrator for medical ancillary services and the Division's Contract Administrator. Ms. Leeka is a graduate of the University of Central Florida and has held positions of HIM Director, QI/UM Director and UM Coordinator in a variety of hospitals on both the east and west coasts. Ms. Leeka has also worked as a consultant in the areas of QI and long-term care. Ms. Leeka has past experience teaching ICD-9 coding, medical terminology to business office staff, DRG orientation to nursing staff and coordinated hospital-wide discharge planning activities.

---

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration:**

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelors of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF MEDICAL & FORENSIC  
SERVICES

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609

TDD Access: 1-800-735-2964

[www.nh.gov/nhdoc](http://www.nh.gov/nhdoc)

Helen M. Hanks  
Commissioner

Paula L. Mattis  
Director

**Bidders List**  
**On-Site Clinical Laboratory Services**  
**NHDOC RFP 18-11-GFMED**

**Bio-Reference Laboratory**

Sujaya Swaroop, Director, Corrections Division

481 Edward H. Ross Drive

Elmwood Park, NJ 07407

(o) 800-229-5227 ext: 8767

(f) 201-791-3600

(e) [sswaroop@bioreference.com](mailto:sswaroop@bioreference.com)

(w) [www.bioreference.com](http://www.bioreference.com)

**Laboratory Corporation of America Holdings, Inc.**

Anna Digraziano, Contracts Administrator

69 1<sup>st</sup> Avenue

Raritan, NJ 08869

(o) 908-526-2400

(e) [digraza@labcorp.com](mailto:digraza@labcorp.com)

Penny Ireland, Key Account Executive

(c) 781-697-0742

(e) [irelanp@labcorp.com](mailto:irelanp@labcorp.com)

(w) [www.labcorp.com](http://www.labcorp.com)

**Quest Diagnostics New England**

Jaclyn M. Storus, Manager, RFP Response

4225 East Fowler Avenue

Tampa, FL 33617

(o) 813-330-7548

(f) 610-271-4382

(e) [Jaclyn.m.storus@questdiagnostics.com](mailto:Jaclyn.m.storus@questdiagnostics.com)

(w) [www.questdiagnostics.com](http://www.questdiagnostics.com)

---

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

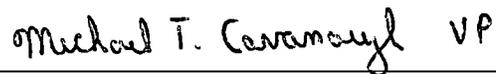
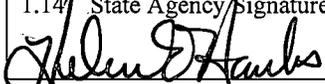
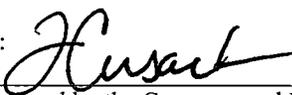
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Laboratory Corporation of America Holdings d/b/a LabCorp		1.4 Contractor Address 69 First Avenue, Raritan, NJ 08869	
1.5 Contractor Phone Number 800-631-5250	1.6 Account Number 02-46-46-465010-8234 -101-500729	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$408,082.22
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael T. Cavanaugh, Vice President	
1.13 Acknowledgement: State of New Jersey, County of Somerset On <u>May 16, 2018</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  <div style="float: right; text-align: right;">                     Anna DiGraziano                      Notary Public of New Jersey                      My Commission Expires April 11, 2022                 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Anna DiGraziano, Notary Public of NJ			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
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>7/12/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

THE UNIVERSITY OF CHICAGO  
LIBRARY

1950

1950

**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.

**SECTION D: Scope of Services, Exhibit A**

**1. Purpose:**

The purpose of this request for proposal is to seek On-Site Clinical Laboratory Services for the patient population of the Northern NH Correctional Facility and the Southern NH Correctional Facilities and On-Site Phlebotomy Services for the Southern NH Correctional Facilities of the NH Department of Corrections correctional system.

**2. Terms of Contract:**

A Contract awarded by the Governor and Executive Council (G&C) through the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2018 upon approval of Governor and Executive Council whichever is later through June 30, 2020, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

**3. Service Locations:**

3.1. The Contractor shall provide On-Site Clinical Laboratory Services for the following facilities listed in the table, below, marked with a "X":

<b>Northern Region – Northern NH Correctional Facility</b>			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
<b>Southern Region – Southern NH Correctional Facilities</b>			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	Special Housing Unit (SHU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301
X	Community Corrections – Men	1 Perimeter Road	Concord, NH 03301
X	Community Corrections – Women	42 Perimeter Road	Concord, NH 03301

3.2. The Contractor shall provide On-Site Phlebotomy Services for the following locations listed in the table, below, marked with a "X":

<b>Southern Region – Southern NH Correctional Facilities</b>			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	Special Housing Unit (SHU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301
X	Community Corrections – Men	1 Perimeter Road	Concord, NH 03301
X	Community Corrections – Women	42 Perimeter Road	Concord, NH 03301

- 3.3. Phlebotomy services for the northern region will be provided by ancillary contracted services.
- 3.4. The requested services shall be provided by the Contractor to patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.
- 3.5. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 3.6. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

- 3.7. Partial Proposals for requested On-Site Clinical Laboratory and Phlebotomy Services for the NH Department of Corrections Correctional Facilities shall not be accepted.
- 3.8. On-Site Clinical Laboratory and Phlebotomy Services locations are subject to change for the life of the Contract and any renewals thereof.

**4. Current Average Patient Population by Facility as of April 19, 2018:**

<b>NH Department of Corrections Current Population</b>		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	643
NH State Prison for Men – (NHSP-M)	Concord, NH 03301	1263
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)	Concord, NH 03301	77
Special Housing Unit (SHU)	Concord, NH 03301	106
Community Corrections	Concord, NH 03301	316
NH Correctional Facility for Women – (NHCF-W)	Concord, NH 03301	146
<b>Current Average Patient Population:</b>		<b>2551</b>

**5. Minimum Required Services:**

5.1. Minimum Services:

- 5.1.1. Tests as identified in Exhibit B, SECTION F: Estimated Budget/Method of Payment, Exhibit B, Clinical Laboratory Fee Schedule:.
- 5.1.2. Tests that the Contractor may/can provide that are not listed in the Exhibit B, Fee Schedule.
- 5.1.3. Provide any other tests required on an as needed basis including court ordered tests and those required by NH State law.
- 5.1.4. Retrieval of samples/specimens from the NH Department of Corrections.
- 5.1.5. Phlebotomist services to include but not limited to:
  - Venipuncture services;
  - Specimen collection time and training;
  - Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites as identified in SECTION D: Scope of Services, Exhibit A, Service Locations:.
  - Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy Contractor staff.
- 5.1.6. Provide laboratory data via a bidirectional interoperability interface with the NH Department of Corrections Electronic Health Record (EHR) system.
- 5.1.7. Contractors shall adhere to RSA 623-C:2, as amended effective July 1, 2015, pursuant to RSA 151, where the NH Department of Corrections shall pay no more than one hundred ten percent (110%) of the Medicare allowable rate. Contractors shall utilize the 2018 Centers of Medicare & Medicaid Services (CMS) Laboratory Fee Schedule detailed in SECTION F: Estimated Budget/Method of Payment, Exhibit B. Vendors are requested to provide best pricing for each requested laboratory test not to exceed the allowable rate articulated in RSA 623.1-C:2.

**6. Retrieval Sites of Samples/Specimens:**

- 6.1. The retrieval of samples/specimens from the NH Department of Corrections retrieval sites shall be performed on a daily basis as part of the service provided by the Contractor.

- 6.2. Retrieval times shall be determined between the Contractor and each NH Department of Corrections site.
7. **Written Laboratory Reports:**
- 7.1. Written lab reports shall to be furnished within twenty-four (24) hours of test completion via an interface with the NH Department of Corrections electronic health record (EHR) system.
  - 7.2. The Contractor selected shall demonstrate the capability to provide data via a bidirectional lab interface with the Department's EHR Contractor.
  - 7.3. Final lab test report(s) shall include results of all tests ordered on a single requisition.
  - 7.4. In the event that the EHR is inoperable, the Contractor shall expedite the delivery of final written lab report(s) by fax or courier Sunday through Saturday.
  - 7.5. The Contractor shall utilize the requisition system provided within the NH Department of Corrections EHR.
8. **Format of Laboratory Test Results:**
- 8.1. Preferred format of the lab test results shall be a horizontal, left to right format.
  - 8.2. The lab report shall provide the patients full name, patients number, date of birth, sex, collection date, report date, ordering provider and test results at a minimum.
  - 8.3. The Contractor shall be required to ensure the final report is compatible with the NH Department of Corrections EHR system.
9. **Abnormal and Reportable Laboratory Results:**
- 9.1. The Contractor shall report all abnormal lab results as stipulated by the NH Department of Corrections Chief Medical Officer (CMO) telephonically within four (4) hours of completion of the tests.
  - 9.2. The Contractor shall provide a standard Critical/Panic Test Result form for review by the NH Department of Correction CMO. The CMO will modify the standard form to meet the NH Department of Corrections specific standards of care.
  - 9.3. The Contractor shall provide copies of all reportable test results sent to the NH Health and Human Services, Division of Public Health Services.
10. **Phlebotomist Services:**
- 10.1. Phlebotomist services shall be provided by the Contractor four (4) times per week sixteen (16) hours total for the NH State Prison for Men (NHSP-M) to include once (1) a week for the Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU), once (1) a week at the Special Housing Unit (SHU), Concord, NH, once (1) for Community Corrections for Men and one (1) time per week (four (4) hours total) at the NH Correctional Facility Women (NHCF-W) and Community Corrections for Women.
  - 10.2. The on-site schedule of the Phlebotomist shall be determined by the NH Department of Corrections. If the NH Department of Corrections nurses perform venipuncture, there will be no special preparations of the specimen, i.e. no slide preparations or other lab preps such as transfer of specimens from one tube to another.
  - 10.3. Phlebotomist shall be on site for a maximum of four (4) hours per session per site as mutually agreed upon between the Contractor and the NH Department of Corrections. Should additional hours be required due to cancellation of a scheduled session, the makeup schedule shall be mutually agreed upon between the Contractor and the NH Department of Corrections.
  - 10.4. Phlebotomist services shall be inclusive of collection time and training.
  - 10.5. Phlebotomist services shall include, but not limited to:

- 10.5.1. Venipuncture services;
- 10.5.2. Specimen collection time and training;
- 10.5.3. Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites as identified in SECTION D: Scope of Services, Exhibit A, Service Locations;; and
- 10.5.4. Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy Contractor staff.

**11. Utilization Management Reports:**

The Contractor shall provide monthly utilization management reports to the NH Department of Corrections. The reports shall be sorted by variables such as ordering provider, patient name, patient number, facility, date of test, test name, test code and test cost.

**12. Supplies:**

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

**13. Venipuncture Training:**

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

**14. General Service Provisions:**

- 14.1. Notification of Required Services: The NH Department of Corrections on-site Nurse Coordinator or designee shall contact the Contractor when non-scheduled service for specimen pick up is needed. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Contractor upon awarding the Contract.
- 14.2. Tools and Equipment: The Contractor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any Contractor containers, tools and or equipment shall be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 14.3. Rules and Regulations: The Contractor shall comply with all rules and regulations of the NH Department of Corrections to include the Department's confidentiality policy and procedure directives.
- 14.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 14.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to the NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.

**Scope of Services  
Exhibit A**

- 14.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 14.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or subcontractor employee who does not comply with the criteria identified in Paragraph 14.5.2., below.
- In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
  - Individuals convicted of a felony shall not be permitted to provide services;
  - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
  - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical & Forensic Services, or designee, of the NH Department of Corrections;
  - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
  - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
  - Individuals with a history of drug diversion;
  - Individuals who were a former State of NH employee and/or former Contractor employee that were dismissed for cause;
  - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
  - Relatives of currently housed felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 14.6. Admittance: The Department may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
- 14.7. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 14.8. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 14.9. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within

**Scope of Services**  
**Exhibit A**

its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

- 14.9.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
  - 14.9.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
  - 14.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, NH Department of Corrections, Director of Medical & Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 14.10. Contractor Liaison's Responsibilities: Contractor's Liaison shall be responsible for:
- 14.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
  - 14.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
  - 14.10.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
  - 14.10.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 14.11. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 14.11.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
  - 14.11.2. Monitoring compliance with the terms of the Contract;
  - 14.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
  - 14.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
  - 14.11.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 14.12. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
- 14.12.1. Request the Contractor to provide proof of any and all permits to perform On-site Clinical Laboratory services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
  - 14.12.2. Monthly summary of services provided by facility, patient, patient number, and services provided at a minimum and;

---

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Scope of Services**  
**Exhibit A**

- 14.12.3. Any information requested by the NH Department of Corrections; and
- 14.12.4. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 14.13. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 14.14. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
  - 14.14.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
  - 14.14.2. Terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
    - a.) Not in compliance with the terms of the Contract;
    - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
    - c.) Terminate the contract as otherwise permitted by law.
  - 14.14.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies; and
  - 14.14.4. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any renewals thereof.
  - 14.14.5. Review phlebotomy services performance to ensure such services are provided as scheduled without gaps of coverage to the requested hours per week.

**15. Other Contract Provisions:**

- 15.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
  - 15.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
    - a. Not in compliance with the terms of the Contract, or;
    - b. As otherwise permitted by law or as stipulated within this Contract.
- 15.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

**16. Bankruptcy or Insolvency Proceeding Notification:**

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

---

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**17. Embodiment of the Contract:**

- 17.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
  - 17.1.1. Request of Proposal (RFP) and any addendums thereto;
  - 17.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
  - 17.1.3. Negotiated document (Contract) and amendments agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 17.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 17.1.3. shall govern.
- 17.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

**18. Cancellation of Contract:**

- 18.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.
- 18.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 18.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 18.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

**19. Contractor Transition:**

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

**20. Audit Requirement:**

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract. The NH Department Corrections reserves the right to have financial audits conducted by the Department or a third party.

**21. Additional Equipment/Patients/Positions/Locations:**

Upon agreement of both party's additional equipment, if applicable, and/or other patients under the custody of other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment, positions, and/or facilities listed as part of the provision of services of the Contract may be deleted as well. Upon mutual agreement of additional equipment or positions, the State will negotiate the cost with the Contractor; the Department will seek a Contract Amendment for approval of the Governor and Executive Council when these additions increase the cost of the Contract.

**22. Information:**

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

**23. Public Records:**

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

**24. Contractor Personnel:**

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

**25. Notification to the Contractor:**

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

**26. Prison Rape Elimination Act (PREA) of 2003:**

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

**27. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:**

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)

**28. Special Notes:**

- 28.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 28.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 28.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department.

**Scope of Services**  
**Exhibit A**

Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor.

- 28.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
  - 28.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 28.4.2. Secure the contractor's written agreement to the proposed changes.
- 28.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or Price Limitation" of the Agreement.
- 28.6. The Contractor must be equipped to provide accessible access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 28.7. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council (G&C).
- 28.8. Partial Proposals for the requested On-Site Clinical Laboratory and Phlebotomy Services for the NH Department of Corrections shall not be accepted.
- 28.9. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 28.10. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 28.11. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

**The remainder of this page is intentionally blank.**

**Estimated Budget/Method of Payment  
Exhibit B**

**2. Clinical Laboratory Fee Schedule:**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
1	86900, 86901	ABO Blood Group and Type (Rockleigh)	\$8.12	\$ 8.12	20	\$ 8.12	\$ 162.40
2	86900, 86906	ABO Grouping w/RH-HR Genotype	\$14.59	\$ 14.59	8	\$ 14.59	\$ 116.72
3	85048	Absolute Neutrophil	\$3.44	\$ 3.44	4	\$ 3.44	\$ 13.76
4	82024	ACTH	\$52.45	\$ 42.23	40	\$ 42.23	\$ 1,689.20
5	87252, 87253	Acyclovir, Serum or Plasma	**\$	** \$ 5.66	4	\$ 5.66	\$ 22.64
6	82040	Albumin	<del>\$8.56</del> \$6.72	\$ 6.72	4	\$ 6.72	\$ 26.88
7	82088	Aldosterone	\$55.34	\$ 38.17	4	\$ 38.17	\$ 152.68
8	84075	Alkaline Phosphatase	\$7.03	\$ 5.14	4	\$ 5.14	\$ 20.56
9	86003	Allergen, Bing Cherry	\$7.08	\$ 5.66	10	\$ 5.66	\$ 56.60
10	86003	Allergen, Mango	\$7.08	\$ 5.66	10	\$ 5.66	\$ 56.60
11	86003 (x5)	Allergen, Citrus: Grapefruit, Lemon, Lime, Orange, Tangerine	\$35.40	\$ 28.28	40	\$ 28.28	\$ 1,131.20
12	86003 (x3)	Allergen, Berry: Blueberry, Raspberry, Strawberry	\$21.24	\$ 16.97	40	\$ 16.97	\$ 678.80
13	86003 (x7)	Allergen, Fish: Codfish, Halibut, Mackerel, Perch, Salmon, Trout, Tuna	\$49.56	\$ 28.00	100	\$ 28.00	\$ 2,800.00
14	86003 (x5)	Allergen, Fruit: Apple, Banana, Grape, Peach, Pear	\$35.40	\$ 21.00	40	\$ 21.00	\$ 840.00
15	86003 (x6)	Allergen, Grain: Barley, Whole Grain, Corn, Oat, Rice, Rye, Wheat	\$42.48	\$ 25.20	40	\$ 25.20	\$ 1,008.00
16	86003 (x3)	Allergen, Meat: Beef, Chicken, Pork	\$21.24	\$ 12.00	40	\$ 12.00	\$ 480.00
17	86003 (x7)	Allergen, Nut: Almond, Brazil, Cashew, Hazelnut/Filbert, Peanut, Pecan, Walnut	\$49.56	\$ 28.00	120	\$ 28.00	\$ 3,360.00
18	86003 (x6)	Allergen, Shell Fish: Clam, Crab, Lobster, Oyster, Scallop, Shrimp	\$42.48	\$ 24.00	120	\$ 24.00	\$ 2,880.00
Subtotal [Sum of Total Cost Column Exhibit B, Page 33 (Item # 1 – 18)]:							\$ 15,496.04

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
19	86003 (x9)	Allergen, Vegetable: Bean, Kidney Bean, Carrot, Green Bean, Green Pea, Onions, White Potato, Soybean, Summer Squash, Tomato	\$63.72	\$ 50.90	40	\$ 50.90	\$ 2,036.00
20	86003 (x7)	Allergen, Vegetable: Broccoli, Cabbage, Cauliflower, Celery, Cucumber, Lettuce, Spinach	\$49.56	\$ 29.40	40	\$ 29.40	\$ 1,176.00
21	86003	Allergen, Banana	\$7.08	\$ 4.20	16	\$ 4.20	\$ 67.20
22	86003	Allergen, Pineapple	\$7.08	\$ 5.66	8	\$ 5.66	\$ 45.28
23	86003	Allergen, Black Pepper	\$7.08	\$ 5.66	8	\$ 5.66	\$ 45.28
24	86003	Allergen, Chili Pepper	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
25	86003	Allergen, Green Bell Pepper	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
26	86003	Allergen, Milk (cow)	\$7.08	\$ 5.00	40	\$ 5.00	\$ 200.00
27	86003	Allergen, Codfish	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
28	86003	Allergen, Peanut	\$7.08	\$ 5.00	10	\$ 5.00	\$ 50.00
29	86003	Allergen, Shrimp	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
30	86003	Allergen, Tuna	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
31	86003	Allergen, Salmon	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
32	86003	Allergen, Haddock	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
33	86003	Allergen, Pine Nut	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
34	86003	Allergen, Cashew	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
35	86003	Allergen, Almond	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
36	86003	Allergen, Pecan	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
37	86003	Allergen, Hazelnut/Filbert	\$7.08	\$ 4.20	4	\$ 4.20	\$ 16.80
38	86003	Allergen, Brazil Nut	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
39	86003	Allergen, Coconut	\$7.08	\$ 5.66	10	\$ 5.66	\$ 56.60
40	86003	Allergen, Onions	\$7.08	\$ 5.66	16	\$ 5.66	\$ 90.56
41	86003	Allergen, Lobster	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
42	86003	Allergen, Mushroom	\$7.08	\$ 5.66	16	\$ 5.66	\$ 90.56
43	86003	Allergen, Crab	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
44	86003	Allergen, Clam	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
45	86003	Allergen, Egg (whole)	\$7.08	\$ 5.66	24	\$ 5.66	\$ 135.84
46	86003	Allergen, Walnut	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
47	86003	Allergen, Whitefish	\$7.08	\$ 5.66	28	\$ 5.66	\$ 158.48
48	86003	Allergen, Tomato	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
49	86003	Allergen, Sunflower Seed	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
50	86003	Allergen, Corn	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
51	86003	Allergen, Gluten	\$7.08	\$ 5.66	16	\$ 5.66	\$ 90.56
52	86003	Allergen, Beef	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
Subtotal [Sum of Total Cost Column Exhibit B, Page 34 (Item # 19 – 52)]:							\$ 4,711.96

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
53	86003	Allergen, Pork	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
54	86003	Allergen, Chicken	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
55	86003	Allergen, Catfish	\$7.08	\$ 5.66	4	\$ 5.66	\$ 22.64
56	86003	Allergen, Red Kidney	\$7.08	\$ 5.66	16	\$ 5.66	\$ 90.56
57	86003	Allergen, Lentil	\$7.08	\$ 5.66	16	\$ 5.66	\$ 90.56
58	86003	Allergen, Split Pea	\$7.08	\$ 5.66	16	\$ 5.66	\$ 90.56
59	86003	Allergen, Pinto Bean	\$7.08	\$ 5.00	16	\$ 5.00	\$ 80.00
60	86003	Allergen, White Bean	\$7.08	\$ 5.00	16	\$ 5.00	\$ 80.00
61	86003	Allergen, Barley	\$7.08	\$ 5.66	16	\$ 5.66	\$ 90.56
62	86003	Allergen, Soy Bean	\$7.08	\$ 5.66	16	\$ 5.66	\$ 90.56
63	86003	Allergen, Pomegranate	\$7.08	\$ 7.08	4	\$ 7.08	\$ 28.32
+64	80299, 82397	Adalimumab+AB (Serial Monitor)	\$39.67	\$ 277.00	2	\$ 277.00	\$ 554.00
65	82105	Alpha Fetoprotein, Tumor Marker	\$22.78	\$ 10.00	236	\$ 10.00	\$ 2,360.00
66	82103	Alpha-1-Antitrypsin	\$18.25	\$ 12.13	20	\$ 12.13	\$ 242.60
67	*80335	Amitriptyline	**\$26.86 **\$	**\$ 18.00	40	\$ 18.00	\$ 720.00
68	82140	Ammonia, Blood	\$19.79	\$ 15.40	12	\$ 15.40	\$ 184.80
69	82150	Amylase	\$8.80	\$ 6.00	96	\$ 6.00	\$ 576.00
70	86038	ANA by IFA, IgG	\$16.41	\$ 6.92	56	\$ 6.92	\$ 387.52
71	82164	Angiotensin-Converting Enzyme	\$19.83	\$ 13.67	4	\$ 13.67	\$ 54.68
72	86905	Antibody ID, RBC (Prenatal Only)	\$5.20	\$ 5.20	4	\$ 5.20	\$ 20.80
73	86225	Anti-dsDNA Antibodies	\$18.67	\$ 15.34	4	\$ 15.34	\$ 61.36
74	86235 (x2)	Antiextractable Nuclear Ag	\$48.70	\$ 35.60	4	\$ 35.60	\$ 142.40
75	83516	Antiglomerular BM Ab	\$15.66	\$ 15.66	4	\$ 15.66	\$ 62.64
76	86235	Antiscleroderma-70 Antibodies	\$24.35	\$ 14.07	4	\$ 14.07	\$ 56.28
77	85300, 85301	Antithrombin (AT) Deficiency Profile	\$30.78	\$ 30.78	4	\$ 30.78	\$ 123.12
78	87081	Beta Strep Group A	\$9.00	\$ 7.25	4	\$ 7.25	\$ 29.00
79	84703	Beta-Hcg, Qualitative Urine	\$10.22	\$ 8.36	400	\$ 8.36	\$ 3,344.00
80	84702	Beta-Hcg, Quantitative Tumor Maker	\$20.45	\$ 17.23	8	\$ 17.23	\$ 137.84
81	86140	C Reactive Protein;	\$7.03	\$ 6.52	100	\$ 6.52	\$ 652.00
82	86301	CA 19-9	\$28.27	\$ 21.64	4	\$ 21.64	\$ 86.56
83	86304	CA-125	\$28.27	\$ 22.39	4	\$ 22.39	\$ 89.56
84	82310	Calcium	\$7.01	\$ 5.13	4	\$ 5.13	\$ 20.52
85	82340	Calcium, 24 Urine	\$8.18	\$ 7.09	10	\$ 7.09	\$ 70.90
86	82360	Calculi (Stone) Analysis	\$17.48	\$ 17.48	10	\$ 17.48	\$ 174.80
+87	83993	Calprotectin, Fecal	\$26.66	\$ 150.00	10	\$ 150.00	\$ 1,500.00
88	80156	Carbamazepine	\$19.78	\$ 15.89	20	\$ 15.89	\$ 317.80
Subtotal [Sum of Total Cost Column Exhibit B, Page 35 (Item # 53 – 88)]:							\$ 12,676.98

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
89	80156	Carbamazepine Epoxide & Total	\$19.78	\$ 15.89	28	\$ 15.89	\$ 444.92
90	80157	Carbamazepine, Free & Total	\$18.00	\$ 18.00	10	\$ 18.00	\$ 180.00
91	82378	Carcinoembryonic Antigen (CEA)	\$25.75	\$ 18.88	16	\$ 18.88	\$ 302.08
92	82380	Carotene	\$12.53	\$ 12.53	4	\$ 12.53	\$ 50.12
93	82384	Catecholamines, Fractionated	\$34.30	\$ 27.03	4	\$ 27.03	\$ 108.12
94	82384	Catecholamines, Urine, Free, 24 Hr.	\$34.30	\$ 27.03	4	\$ 27.03	\$ 108.12
95	86361	CD4 Absolute and Percent	\$36.37	\$ 25.00	100	\$ 25.00	\$ 2,500.00
96	86360	CD4; CD8 Profile	\$63.81	\$ 56.91	20	\$ 56.91	\$ 1,138.20
97	82784, 83516 (x4)	Celiac Disease Antibody Profile	<del>\$113.16</del> \$75.27	\$ 75.27	8	\$ 75.27	\$ 602.16
98	82784, 83516, 86255	Celiac Disease Profile	<del>\$72.95</del> \$44.66	\$ 44.66	8	\$ 44.66	\$ 357.28
99	87491, 87591	Chlamydia/Gonococcus, NAA	\$95.32	\$ 47.00	350	\$ 47.00	\$ 16,450.00
100	87491	Chlamydia Trachomatis, NAA	\$47.66	\$ 23.50	40	\$ 23.50	\$ 940.00
101	87110, 87140	Chlamydia Trachomatis Culture	\$34.18	\$ 34.18	10	\$ 34.18	\$ 341.80
102	87491, 87591, 87661	Chlamydia Trach/Neisseria Gon/Trichomonas Vaginalis, NAA	\$142.98	\$ 102.00	150	\$ 102.00	\$ 15,300.00
103	82465	Cholesterol, Total	\$5.91	\$ 4.50	10	\$ 4.50	\$ 45.00
104	*84022	Chlorpromazine, Serum	\$23.38	\$ 21.69	4	\$ 21.69	\$ 86.76
105	87324	Clostridium Difficile Toxins A&B	\$16.28	\$ 10.00	24	\$ 10.00	\$ 240.00
+106	*80154	Clozapine	\$27.75	\$ 36.75	10	\$ 36.75	\$ 367.50
107	86644	CMV, IgG Quantitative	\$19.55	\$ 34.00	10	\$ 34.00	\$ 340.00
108	86160	Complement, C3, Serum	\$16.29	\$ 11.65	4	\$ 11.65	\$ 46.60
109	86160	Complement, C4, Serum	\$16.29	\$ 10.40	4	\$ 10.40	\$ 41.60
110	86880	Coombs, Direct	\$7.32	\$ 7.32	20	\$ 7.32	\$ 146.40
+111	82525	Copper, Serum	\$16.85	\$ 18.00	4	\$ 18.00	\$ 72.00
112	82533	Cortisol AM	\$22.13	\$ 15.57	80	\$ 15.57	\$ 1,245.60
113	86141	C-Reactive Protein, High Sensitivity	\$17.58	\$ 7.03	80	\$ 7.03	\$ 562.40
114	82550	Creatine Kinase	\$8.84	\$ 6.05	80	\$ 6.05	\$ 484.00
115	82565	Creatinine	\$6.96	\$ 5.11	12	\$ 5.11	\$ 61.32
116	82575	Creatinine Clearance, Urine (Normalized)	\$12.84	\$ 10.00	50	\$ 10.00	\$ 500.00
117	82570	Creatinine, 24 Hr. Urine	\$7.03	\$ 5.77	12	\$ 5.77	\$ 69.24
118	86140	CRP, Quantitative	\$7.03	\$ 7.03	10	\$ 7.03	\$ 70.30
Subtotal [Sum of Total Cost Column Exhibit B, Page 36 (Item # 89 – 118)]:							\$ 43,201.52

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
119	82595	Cryoglobulin, Qualitative with Quantitative Reflex	\$8.78	\$ 6.89	10	\$ 6.89	\$ 68.90
120	87040	Culture, Blood	\$14.01	\$ 14.01	50	\$ 14.01	\$ 700.50
121	87075	Culture, Clostridium Difficile	\$12.86	\$ 12.68	20	\$ 12.68	\$ 253.60
122	87101	Culture, Fungus	\$10.46	\$ 10.46	4	\$ 10.46	\$ 41.84
123	87101	Culture, Fungus, Yeast Only	\$10.46	\$ 10.46	4	\$ 10.46	\$ 41.84
124	87070	Culture, Genital	\$11.70	\$ 11.70	80	\$ 11.70	\$ 936.00
125	87255	Culture, Herpes Simplex Virus	\$45.99	\$ 36.75	4	\$ 36.75	\$ 147.00
126	87070	Culture, Sputum, Lower Respiratory	<del>\$16.28</del> \$11.70	\$ 11.70	4	\$ 11.70	\$ 46.80
127	87045, 87046, 87427	Culture, Stool (Formed & Liquid)	\$41.94	\$ 22.00	10	\$ 22.00	\$ 220.00
128	87070	Culture, Throat (Upper Respiratory Culture)	\$11.70	\$ 10.10	20	\$ 10.10	\$ 202.00
129	87086	Culture, Urine	\$10.96	\$ 9.48	80	\$ 9.48	\$ 758.40
130	87070	Culture, Wound, Aerobic, General	\$11.70	\$ 11.60	140	\$ 11.60	\$ 1,624.00
131	*88161	CY 88305G Cell Block	\$	\$	4	\$	\$
+132	86200	Cyclic Citrullinated Peptide Antibody, IgG	\$17.58	\$ 39.00	8	\$ 39.00	\$ 312.00
133	<del>86200</del> 88164	Cytopathy, Cerv/Vag Requiring Phys	<del>\$17.58</del> \$16.12	\$ 16.12	10	\$ 16.12	\$ 161.20
134	*80160	Desipramine, Serum	\$25.83	\$ 17.52	10	\$ 17.52	\$ 175.20
135	80162	Digoxin	\$18.03	\$ 12.50	8	\$ 12.50	\$ 100.00
136	80185	Dilantin®, Total (Phenytoin)	\$18.00	\$ 6.81	76	\$ 6.81	\$ 517.56
+137	82248	Direct Bilirubin	\$6.81	\$ 13.25	4	\$ 13.25	\$ 53.00
138	*80166	Doxepin (Sinequan, Adapin®)	\$23.25	\$ 15.70	4	\$ 15.70	\$ 62.80
139	85379	D-Dimer	<del>\$15.70</del> \$13.82	\$ 13.82	10	\$ 13.82	\$ 138.20
140	80051	Electrolyte Panel	\$9.53	\$ 6.00	4	\$ 6.00	\$ 24.00
141	86663, 86664, 86665	Epstein Barr Virus Panel	\$63.23	\$ 24.64	4	\$ 24.64	\$ 98.56
142	86665	Epstein Barr Virus, IgM	\$24.64	\$ 15.75	4	\$ 15.75	\$ 63.00
143	82668	Erythropoietin (ARUP)	\$25.52	\$ 24.97	4	\$ 24.97	\$ 99.88
144	82670	Estradiol	\$37.94	\$ 29.72	100	\$ 29.72	\$ 2,972.00
Subtotal [Sum of Total Cost Column Exhibit B, Page 37 (Item # 119 – 144)]:							\$ 9,818.28

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
145	80101 (x14)	Drug Screen-14, Urine-Pain Management: Amphetamine; Barbiturate; Benzodiazepines; Buprenorphine Cannabinoid; Cocaine; Fentanyl; Meperidine; Methadone; Opiates; Oxycodone/Oxymorphone; Phencyclidine; Propoxyphene; Tramadol	**\$	**\$ 165.00	10	\$ 165.00	\$ 1,650.00
+146	85210	Factor II, Activity (Prothrombin)	\$ 17.63	\$ 78.75	4	\$ 78.75	\$ 315.00
147	81241	Factor V Leiden (F5) R506Q, Mutation	\$ 82.98	\$ 80.00	4	\$ 80.00	\$ 320.00
148	81241	Factor V Leiden	\$ 82.98	\$ 80.00	4	\$ 80.00	\$ 320.00
149	85220	Factor A Activity	\$ 23.97	\$ 16.41	4	\$ 16.41	\$ 65.54
150	86038	FANA (ARUP)	\$ 16.41	\$ 6.92	4	\$ 6.92	\$ 27.68
+151	82705	Fecal Fat, Qualitative	\$ 6.92	\$ 17.76	4	\$ 17.76	\$ 71.04
152	82728	Ferritin	\$ 18.51	\$ 9.00	1752	\$ 9.00	\$ 15,768.00
153	82746	Folate, Serum	\$ 19.97	\$ 6.31	50	\$ 6.31	\$ 315.50
154	83001	Follicle Stimulating Hormone (FSH)	<del>\$27.89</del> \$25.23	\$ 25.23	8	\$ 25.23	\$ 201.84
155	86780	FTA/ABS	\$ 17.97	\$ 9.78	10	\$ 9.78	\$ 97.80
156	82977	Glutamyl Transferase (GGT)	\$ 9.78	\$ 7.00	10	\$ 7.00	\$ 70.00
157	80170	Gentamicin Trough, Serum	\$ 22.24	\$ 18.62	4	\$ 18.62	\$ 74.48
158	80170	Gentamicin Peak, Serum	\$ 22.24	\$ 15.64	4	\$ 15.64	\$ 62.56
159	87329	Giardia Lamblia Ag, EIA	\$ 16.28	\$ 15.00	10	\$ 15.00	\$ 150.00
+160	87328, 87329	Giardia/Cryptosporidium, EIA	\$ 32.56	\$ 52.78	10	\$ 52.78	\$ 527.80
161	87177, 87209, 87329	Giardia EIA, OVA & Parasite	\$ 52.78	\$ 28.25	10	\$ 28.25	\$ 282.50
162	82951	Glucose Tolerance Test, Gestational	<del>\$7.48</del> \$17.48	\$ 17.48	4	\$ 17.48	\$ 69.92
163	82947	Glucose, Serum	\$ 5.34	\$ 4.85	8	\$ 4.85	\$ 38.80
+164	82950	Glucose Tolerance Test, 2-Hr.	\$ 6.45	\$ 8.03	4	\$ 8.03	\$ 32.12
165	82951, 82952	Glucose Tolerance Test, 3-Hr., Gestational	<del>\$12.80</del> \$22.80	\$ 22.80	10	\$ 22.80	\$ 228.00
166	82947, 82950	Glucose Tolerance Test, 2-Hr. (Oral WHO Protocol)	\$ 11.79	\$ 6.50	8	\$ 6.50	\$ 52.00
167	87070, 87075, 87205	Gram Stain-Anaerobic/Aerobic	\$ 30.36	\$ 19.78	8	\$ 19.78	\$ 158.24
Subtotal [Sum of Total Cost Column Exhibit B, Page 38 (Item # 145 – 167)]:							\$ 20,898.82

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
168	80173	Haloperidol	\$19.78	\$ 16.54	8	\$ 16.54	\$ 132.32
169	83010	Haptoglobin	\$17.08	\$ 12.42	8	\$ 12.42	\$ 99.36
170	<del>83010</del> 85014	Hct	<del>\$17.08</del> \$3.22	\$ 3.22	8	\$ 3.22	\$ 25.76
+171	86677	Helicobacter Pylori Antibody, IFF/IgG	\$19.70	\$ 24.00	104	\$ 24.00	\$ 2,496.00
+172	81256	Hemochromatosis Hereditary Screening Test	\$88.76	\$ 145.00	16	\$ 145.00	\$ 2,320.00
173	83020	Hemoglobin Electrophoresis	\$17.48	\$ 12.61	20	\$ 12.61	\$ 252.20
174	83036	Hemoglobin A1C	<del>\$13.96</del> \$13.19	\$ 5.50	3212	\$ 5.50	\$ 17,666.00
+175	85014	Hematocrit	\$3.22	\$ 4.35	20	\$ 4.35	\$ 87.00
176	85025	Hemogram, Complete Blood Count (CBC) w/Diff	\$10.55	\$ 4.65	1590	\$ 4.65	\$ 7,393.50
177	85027	Hemogram, Complete (CBC) w/o Diff	\$8.78	\$ 7.18	10	\$ 7.18	\$ 71.80
178	80076	Hepatic Function Panel (SD)	\$11.10	\$ 7.00	72	\$ 7.00	\$ 504.00
+179	87517	Hepatitis B DNA, Quantasure PCR/Viral Load	\$58.17	\$ 235.00	20	\$ 235.00	\$ 4,700.00
+180	87517	Hepatitis BS Antibody Hepatitis B DNA, Quantasure PCR/Viral Load	\$58.17	\$ 233.00	5	\$ 233.00	\$ 1,165.00
181	86803	Hepatitis C Antibody	\$19.37	\$ 10.00	20	\$ 10.00	\$ 200.00
+182	87522	Hepatitis C Virus RNA by PCR (Quantitative)	\$58.17	\$ 175.00	300	\$ 75.00	\$ 52,500.00
+183	87522	Hepatitis C Virus RT-PCR, Quant (Graph)	\$58.17	\$ 140.00	4	\$ 140.00	\$ 560.00
184	87902	Hepatitis C (HCV), Genotype, Non reflex	\$349.62	\$ 245.00	40	\$ 245.00	\$ 9,800.00
185	80074	Hepatitis Panel, Acute	\$64.69	\$ 63.87	4	\$ 63.87	\$ 255.48
+186	87536	HIV-1 RNA PCR (Non-Graph)	\$115.57	\$ 150.00	72	\$ 150.00	\$ 10,800.00
187	87900, 87910	HIV GenoSure® MG Genotype	\$526.63	\$ 350.00	20	\$ 350.00	\$ 7,000.00
188	*	HIV-1 GenoSure® MG Genotyping	\$	\$ 350.00	4	\$ 350.00	\$ 1,400.00
189	81374	HLA-B27	\$98.79	\$ 49.50	4	\$ 49.50	\$ 198.00
190	81377, 81383	Celiac Disease HLA DQ Association	\$272.89	\$ 175.00	4	\$ 175.00	\$ 700.00
191	83090	Homocysteine, Plasma	\$22.91	\$ 20.45	4	\$ 20.45	\$ 81.80
192	84702	Human Chorionic Gonadotropin (hCG Quant)	\$20.45	\$ 17.66	4	\$ 17.66	\$ 70.64
Subtotal [Sum of Total Cost Column Exhibit B, Page 39 (Item # 168 – 192)]:							\$ 120,478.86

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
193	82784 (x3), 84155, 84165, 86334	IFE and PE, Serum	\$87.81	\$ 23.83	4	\$ 23.83	\$ 103.32
194	*80335	Imipramine (Tofranil®), Serum	<del>**\$25.83</del> **\$	**\$ 18.00	4	\$ 18.00	\$ 72.00
195	82784	Immunoglobulin A, Quant	\$12.63	\$ 6.29	20	\$ 6.29	\$ 125.80
196	82784	Immunoglobulin G, Quant	\$12.63	\$ 6.29	20	\$ 6.29	\$ 125.80
197	82784 (x3), 82785	Immunoglobulins A/E/G/M, Serum	\$60.24	\$ 12.63	4	\$ 12.63	\$ 50.52
198	82784	Immunoglobulin M, Quant	\$12.63	\$ 6.29	4	\$ 6.29	\$ 25.16
199	82784 (x3)	Immunoglobulins (A,G, M)	\$37.89	\$ 18.86	4	\$ 18.86	\$ 75.44
200	86340	Intrinsic Factor Blocking AB	\$20.47	\$ 12.60	20	\$ 12.60	\$ 252.00
201	83540, 83550	Iron-Total, TIBC & Saturation	\$20.66	\$ 12.88	472	\$ 12.88	\$ 6,079.36
202	80177	Keppra® (Levetiracetam) Serum or Plasma	\$18.00	\$ 36.75	10	\$ 36.75	\$ 367.50
203	80352	K2 Spice, Blood	**\$	**\$ 50.00	40	\$ 50.00	\$ 2,000.00
204	*	K2 Spice, Urine	**\$	**\$ 38.00	40	\$ 38.00	\$ 1,520.00
205	83615	Lactic Dehydrogenase (LDH)	\$8.20	\$ 7.00	16	\$ 7.00	\$ 112.00
206	80175	Lamotrigine (Lamictal®), Serum	\$18.00	\$ 16.45	4	\$ 16.45	\$ 65.80
207	83655	Lead, Blood (Adult)	\$16.45	\$ 8.77	4	\$ 8.77	\$ 35.08
208	83655, 84202	Lead, Standard Profile, Whole Blood	\$35.93	\$ 19.74	10	\$ 19.74	\$ 197.40
209	82570, 83655	Lead, Urine	\$23.48	\$ 16.58	10	\$ 16.58	\$ 165.80
+210	87278	Legionella pneumophila DFA	\$17.16	\$ 65.00	20	\$ 65.00	\$ 1,300.00
211	86713	Legionella pneumophila Antibody	\$20.78	\$ 17.89	20	\$ 17.89	\$ 357.80
212	88305	Level IV Surgical Pathology	**\$	**\$ 9.36	20	\$ 9.36	\$ 187.20
+213	83690	Lipase	\$9.36	\$ 10.00	92	\$ 10.00	\$ 920.00
214	80061	Lipid Profile	\$18.18	\$ 4.50	3538	\$ 4.50	\$ 15,921.00
+215	80178	Lithium	\$8.98	\$ 10.00	404	\$ 10.00	\$ 4,040.00
216	83516	Liver Antigen (SLA) IgG Antibody	\$15.66	\$ 15.66	4	\$ 15.66	\$ 62.64
217	*	Liver-Kidney Microsome-1 AB, IgG	**\$	**\$ 15.00	4	\$ 15.00	\$ 60.00
Subtotal [Sum of Total Cost Column Exhibit B, Page 40 (Item # 193 – 217)]:							\$ 34,221.62

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
218	85613, 85670,85705, 85732	Lupus Anticoagulant Comprehensive	\$42.70	\$ 127.75	4	\$ 127.75	511.00
219	85597, 85598, 85610, <del>85612</del> 85613 (x2), 85670, 85730,85732 (x2), 86146 (x3), 86147 (x2)	Lupus Anticoagulant Profile (Esoterix)	\$286.53	\$ 387.75	4	\$ 387.75	\$ 1,551.00
+220	83002	Luteinizing Hormone	\$25.15	\$ 26.67	20	\$ 26.67	\$ 533.40
221	86617 (x2)	Lyme ABS, IgG & IgM by Western Blot	\$42.08	\$ 23.12	40	\$ 23.12	\$ 924.80
+222	86618	Lyme Disease Antibody	\$23.12	\$ 35.90	40	\$ 35.90	\$ 1,400.00
223	86618, 86617 (x2)	Lyme AB/Western Blot Reflex	\$65.20	\$ 9.10	40	\$ 9.10	\$ 364.00
224	83735	Magnesium, Serum	\$9.10	\$ 6.80	264	\$ 6.80	\$ 1,795.20
225	80359	MDMA (Ecstasy), Urine	**\$	**\$	40	\$ 7.81	\$ 312.40
226	80048	Metabolic Panel, Basic	\$11.48	\$ 8.00	84	\$ 8.00	\$ 672.00
227	80053	Metabolic Panel, Comprehensive: ALT/SGPT: A:G Ratio; Albumin; Alkaline Phosphatase; AST/SGOT; Billirubin, Total; BUN; BUN: Creatinine Ratio; Calcium; Carbon Dioxide, Total; Chloride; Creatinine; Globulin, Total; Glucose; Potassium; Protein, Total; Sodium Metabolic Panel, Basic	\$14.34	\$ 4.80	3336	\$ 4.80	\$ 16,012.80
228	83835	Metanephrines, Fractionated, Quantitative, 24 Hr. Urine	<del>\$25.56</del> \$23.01	\$ 25.00	4	\$ 25.00	\$ 100.00
229	83921	Methylmalonic Acid, Serum	<del>\$24.83</del> \$23.33	\$ 47.25	4	\$ 47.25	\$ 189.00
230	82043	Microalbumin, Random Urine	<del>\$8.15</del> \$7.85	\$ 7.85	300	\$ 7.85	\$ 2,355.00
231	83516	Mitochondrial M2 Antibody	\$15.66	\$ 7.03	4	\$ 7.03	\$ 28.12
+232	86308	Mono Test	\$7.03	\$ 10.00	4	\$ 10.00	\$ 40.00
233	86738 (x2)	Mycoplasma Pneumoniae ABS, G/M	\$35.94	\$ 7.03	4	\$ 7.03	\$ 28.12
234	86308	Myoglobin, Serum	\$7.03	\$ 7.03	10	\$ 7.03	\$ 70.30
235	86308	Myoglobin, Urine	\$7.03	\$ 7.03	10	\$ 7.03	\$ 70.30
Subtotal [Sum of Total Cost Column Exhibit B, Page 41 (Item # 218 – 235)]:							\$ 26,957.44

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
236	*80335	Nortriptyline	<del>\$20.34</del> **\$	**\$ 18.00	8	\$ 18.00	\$ 144.00
237	83880	NT-proBNP	\$46.09	\$ 20.50	8	\$ 20.50	\$ 164.00
238	<del>80299</del> 80342	Olanzapine (Zyprexa®)	<del>\$20.50</del> **\$	**\$ 50.25	8	\$ 50.25	\$ 402.00
239	83930	Osmolality, Serum	\$8.98	\$ 7.63	16	\$ 7.63	\$ 122.08
+240	83935	Osmolality, Urine	\$9.26	\$ 27.42	16	\$ 27.42	\$ 438.72
241	87177, 87209	Ova & Parasites	<del>\$48.59</del> \$36.50	\$ 20.00	40	\$ 20.00	\$ 800.00
242	80183	Oxcarbazepine	\$18.00	\$ 20.01	4	\$ 20.01	\$ 80.04
243	88142	Pap Smear, Liquid-Based	\$27.51	\$ 20.00	300	\$ 20.00	\$ 6,000.00
244	*88141	Pap Smear, Physician Read	**\$	**\$ 51.82	12	\$ 51.82	\$ 621.84
245	87624, 88175	Pap Smear, Liquid Based, HPV, High and Low Risk	\$83.64	\$ 83.64	40	\$ 83.64	\$ 3,345.60
246	*85060	Peripheral Blood Smear-Hempathology Consultation	**\$	**\$ 16.63	20	\$ 16.83	\$ 336.60
247	80184	Phenobarbital	\$16.83	\$ 6.44	30	\$ 6.44	\$ 193.20
248	84100	Phosphorus	\$6.44	\$ 4.75	64	\$ 4.75	\$ 304.00
+249	84132	Potassium, Serum	\$6.25	\$ 7.00	20	\$ 7.00	\$ 140.00
250	84134	Prealbumin	\$19.81	\$ 15.10	4	\$ 15.10	\$ 60.40
251	84702	Pregnancy Serum hCG Quantitative	\$20.45	\$ 17.66	400	\$ 17.66	\$ 7,064.00
252	84146	Prolactin	\$26.31	\$ 16.16	60	\$ 16.16	\$ 969.60
253	84155, 84165	Protein Electrophoresis, Serum	\$19.57	\$ 6.96	80	\$ 6.96	\$ 556.80
254	85305, 85306	Protein S	\$36.57	\$ 35.10	10	\$ 35.10	\$ 351.00
255	<del>85302, 85303</del> 85305, 85306 (2)	Protein S Deficiency Profile	<del>\$35.10</del> \$57.38	\$ 57.38	4	\$ 57.38	\$ 229.52
+256	81240	Prothrombin (F2) G20210A Mutation	\$72.26	\$ 115.00	4	\$ 115.00	\$ 460.00
257	83520	Prothrombin Fragment 1+2 MOAB	<del>\$19.54</del> \$19.00	\$ 92.40	4	\$ 92.40	\$ 369.60
258	85705	Prothrombin Time, Dilute	<del>\$10.56</del> \$13.08	\$ 13.08	10	\$ 13.08	\$ 130.00
259	85610	Protrome-INR (PT)	<del>\$5.93</del> \$5.34	\$ 5.34	252	\$ 5.34	\$ 1,345.68
260	85610, 85730	PT and PTT-Activated	<del>\$14.99</del> \$13.50	\$ 13.50	88	\$ 13.50	\$ 1,188.00
261	85730	PTT-Activated	<del>\$9.06</del> \$8.16	\$ 8.16	12	\$ 8.16	\$ 97.92
262	84153	PSA (Annual Screening)	<del>\$21.90</del> \$24.98	\$ 9.00	500	\$ 9.00	\$ 4,500.00
263	83970	PTH Intact	<del>\$62.28</del> \$56.06	\$ 56.06	100	\$ 56.06	\$ 5,606.00
264	86480	QuantiFERON® TB Gold (In Tube)	<del>\$93.52</del> \$84.17	\$ 65.00	8	\$ 65.00	\$ 520.00
265	86038	R-Anti-Nuclear AB IgG	<del>\$18.24</del> \$16.41	\$ 16.41	8	\$ 16.41	\$ 131.28
266	80069	Renal Function Panel	<del>\$13.10</del> \$11.79	\$ 11.79	16	\$ 11.79	\$ 188.64
267	85045	Retic Count	<del>\$6.03</del> \$5.42	\$ 5.42	136	\$ 5.42	\$ 737.12
268	86431	Rheumatoid Factor	<del>\$8.56</del> \$7.70	\$ 7.70	120	\$ 7.70	\$ 924.00
269	86200, 86431	Rheumatoid Arthritis Profile	<del>\$28.10</del> \$25.28	\$ 25.28	20	\$ 25.28	\$ 505.60
Subtotal [Sum of Total Cost Column Exhibit B, Page 42 (Item # 236 – 269)]:							\$ 39,027.24

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
270	86430	Rheumatoid Arthritis, Quant	<del>\$8.56</del> \$7.70	\$ 7.70	8	\$ 7.70	\$ 61.60
271	86592	RPR	<del>\$6.45</del> \$5.80	\$ 5.80	1600	\$ 5.80	\$ 9,280.00
272	86762	Rubella Virus, IgG	<del>\$21.71</del> \$19.55	\$ 11.00	12	\$ 11.00	\$ 132.00
273	86235	Scleroderma AB IgG	<del>\$27.06</del> \$24.35	\$ 18.90	8	\$ 18.90	\$ 151.20
274	85652	Sedimentation Rate-ESR	<del>\$4.07</del> \$3.66	\$ 3.66	376	\$ 3.66	\$ 1,376.16
275	80342	Seroquel® (Quetiapine)	**\$	**\$ 39.64	50	\$ 39.64	\$ 1,982.00
276	84270	Sex Hormone Binding Globulin	<del>\$32.79</del> \$29.51	\$ 29.51	40	\$ 29.51	\$ 1,180.40
277	85660	Sickle Cell Test	<del>\$8.32</del> \$7.48	\$ 6.30	20	\$ 6.30	\$ 126.00
278	84450	SGOT (AST)	<del>\$7.81</del> \$7.03	\$ 7.00	16	\$ 7.00	\$ 112.00
279	84460	SGPT (ALT)	<del>\$8.00</del> \$7.19	\$ 7.00	16	\$ 7.00	\$ 112.00
280	86235 (x2)	Sjogren's AB, Anti-SS-A/-SS-B	<del>\$54.12</del> \$48.70	\$ 48.70	20	\$ 48.70	\$ 974.00
281	83516	Smooth Muscle Antibodies	\$15.66	\$ 6.45	4	\$ 6.45	\$ 25.80
282	86592	Syphilis Test w/ Confirmation	<del>\$6.45</del> \$5.80	\$ 5.80	8	\$ 5.80	\$ 46.40
283	84480	T <sub>3</sub> , Total	<del>\$21.40</del> \$19.26	\$ 19.26	24	\$ 19.26	\$ 462.24
284	84479	T <sub>3</sub> Uptake	<del>\$8.71</del> \$8.78	\$ 6.00	60	\$ 6.00	\$ 360.00
285	80197	Tacrolimus (ARUP)	<del>\$10.56</del> \$18.66	\$ 63.00	16	\$ 63.00	\$ 1,008.00
286	84403	Testosterone, Total	<del>\$38.95</del> \$35.06	\$ 35.06	120	\$ 35.06	\$ 4,207.20
287	84402, 84403	Testosterone, Free, & Total Adult Male	<del>\$75.64</del> \$69.66	\$ 55.39	20	\$ 55.39	\$ 1,107.80
288	80198	Theophylline	<del>\$ 21.34</del> \$19.21	\$ 19.21	4	\$ 19.21	\$ 76.84
289	86376, 86800	Thyroid Antibodies	<del>\$43.01</del> \$41.36	\$ 17.59	4	\$ 17.59	\$ 70.36
290	84436, 84443, 84479, 84480	Thyroid Profile II, Comprehensive	<del>\$72.89</del> \$60.20	\$ 41.00	24	\$ 41.00	\$ 984.00
291	86376	Thyroid Peroxidase Antibodies	<del>\$21.96</del> \$19.76	\$ 19.76	8	\$ 19.76	\$ 158.08
292	84436	Thyroxine (T <sub>4</sub> )	<del>\$8.71</del> \$9.33	\$ 6.00	40	\$ 6.00	\$ 240.00
293	84439	Thyroxine (T <sub>4</sub> ), Free, Direct, Serum	<del>\$13.61</del> \$12.24	\$ 12.24	80	\$ 12.24	\$ 979.20
+294	83516	Tissue Transglutaminase Antibody, IgA	\$15.66	\$ 17.99	4	\$ 17.99	\$ 71.96
295	80201	Topiramate	<del>\$17.99</del> \$16.19	\$ 16.19	10	\$ 16.19	\$ 161.90
296	82247	Total Bilirubin	<del>\$7.57</del> \$6.81	\$ 6.81	8	\$ 6.81	\$ 54.48
297	84155	Total Protein, Serum	<del>\$5.39</del> \$4.98	\$ 4.98	8	\$ 4.98	\$ 39.84
298	84156	Total Protein, Urine, Quantitative 24 Hr.	<del>\$5.39</del> \$4.98	\$ 4.98	24	\$ 4.98	\$ 119.52
299	86777	Toxoplasma IgG AB	<del>\$21.71</del> \$19.55	\$ 29.00	4	\$ 29.00	\$ 116.00
300	86780	Treponema Pallidum Antibody By MHA	<del>\$19.98</del> \$17.97	\$ 17.97	20	\$ 17.97	\$ 359.40
301	84443	Thyroid-Stimulating Hormone (TSH)	<del>\$25.36</del> \$22.83	\$ 8.00	3860	\$ 8.00	\$ 30,880.00
Subtotal [Sum of Total Cost Column Exhibit B, Page 43 (Item # 270 – 301)]:							\$ 57,016.38

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment  
Exhibit B**

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2018 CMS Laboratory Fee Schedule, Medicare plus 10% (Contractor Information Only)	Contractor Best Pricing Fee Schedule	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
302	87661	Trichomonas (Standalone Test)	<del>\$39.31</del> \$47.66	\$ 55.00	20	\$ 55.00	\$ 1,100.00
303	84480	Triiodothyronine, Total	<del>\$21.40</del> \$19.26	\$ 19.26	4	\$ 19.26	\$ 77.04
304	84439, 84443	TSH & Free T <sub>4</sub>	<del>\$38.97</del> \$35.07	\$ 29.00	100	\$ 29.00	\$ 2,900.00
305	84520	Urea Nitrogen, Blood	<del>\$6.82</del> \$5.37	\$ 5.37	12	\$ 5.37	\$ 64.44
306	84550	Uric Acid, Serum	<del>\$6.78</del> \$6.14	\$ 6.14	116	\$ 6.14	\$ 712.24
307	81025	Urine HCG (1 <sup>st</sup> AM Void)	\$9.47	\$ 8.36	4	\$ 8.36	\$ 33.44
308	*84397	Urine, 24 Hr., 5-HIAA, Quantitative	**\$	** \$4.31	4	\$ 4.31	\$ 17.24
309	81001	Urinalysis, Complete w/ Micro	\$4.31	\$ 3.75	16	\$ 3.75	\$ 60.00
310	81001, 87086	*Urinalysis, Complete w/ Micro, w/ Reflex Culture, Routine	\$15.28	\$ 3.75	600	\$ 3.75	\$ 2,250.00
311	80164	Valproic Acid	\$18.39	\$ 12.00	348	\$ 12.00	\$ 4,176.00
312	80202	Vancomycin (Peak)	\$18.39	\$ 16.70	4	\$ 16.70	\$ 68.80
313	80202	Vancomycin (Trough)	\$18.39	\$ 17.74	60	\$ 17.74	\$ 1,064.40
314	82607	Vitamin B12	\$20.47	\$ 7.11	60	\$ 7.11	\$ 426.60
315	82607, 82746	Vitamin B12 & Folate	\$40.44	\$ 13.42	712	\$ 13.42	\$ 9,555.04
+316	82180	Vitamin C	\$13.42	\$ 25.00	4	\$ 25.00	\$ 100.00
317	82306	Vitamin D25 Hydroxy (D3 Metabolite)	\$40.21	\$ 38.77	20	\$ 38.77	\$ 775.40
318	86256 (x3)	Antineutrophil Cytoplasmic Antibodies (ANCA)	<del>\$54.54</del> \$49.11	\$ 49.11	4	\$ 49.11	\$ 196.44
*Contractor to provide CPT Code **Contractor to provide pricing with explanation							
Subtotal [Sum of Total Cost Column Exhibit B, Page 44 (Item # 302 – 318)]:							\$ 23,577.08

- 2.1. Trademark Labs that do not conform to the 110% requirement will need to be identified on a separate schedule.
- 2.2. Upon award of a Contract, the Contractor will provide the test codes for each of the requested labs in Exhibit B

**3. Method of Payment:**

- 3.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service.
- 3.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 3.3. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 3.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
  - 3.4.1. Invoice date and number;
  - 3.4.2. Facility name and associated Contractor account number (if applicable) representing facility name;
  - 3.4.3. Quantity, description and patient name associated with services rendered; and
  - 3.4.4. Itemized service total charge per service type.
- 3.5. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 3.6. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on July 1, 2019.

**4. Appropriation of Funding:**

The Contractor shall agree that funds expended, if applicable, for the purpose of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

- 4.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 4.2. The requirements state in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.

**The remainder of this page is intentionally blank.**

**SECTION G: Special Provisions, Exhibit C**

**1. Special Provisions:**

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

**The remainder of this page is intentionally blank.**

# State of New Hampshire

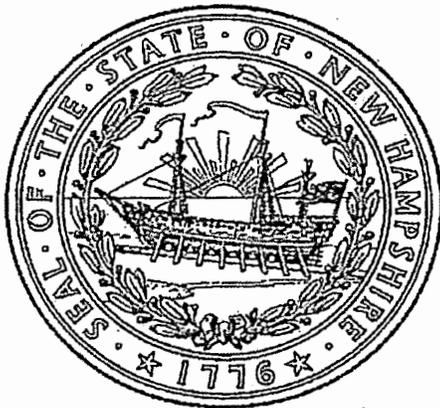
## Department of State

### 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 : 0004128385



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of July A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

Business Name:	LABORATORY CORPORATION OF AMERICA HOLDINGS	Business ID:	233650
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	08/11/1995	Name in State of Incorporation:	LABORATORY CORPORATION OF AMERICA HOLDINGS
Date of Formation in Jurisdiction:	08/11/1995		
Principal Office Address:	358 S MAIN ST, Burlington, NC, 27215, USA	Mailing Address:	358 S MAIN ST, Burlington, NC, 27215, USA
Citizenship / State of Incorporation:	Foreign/Delaware		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	annualreports@cscinfo.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / CLINICAL LABORATORY TESTING/ANY ACTS IN FURTHERANCE OF SAID PURPOSE, ETC.	

---

Page 1 of 1, records 1 to 1 of 1

---

# State of New Hampshire

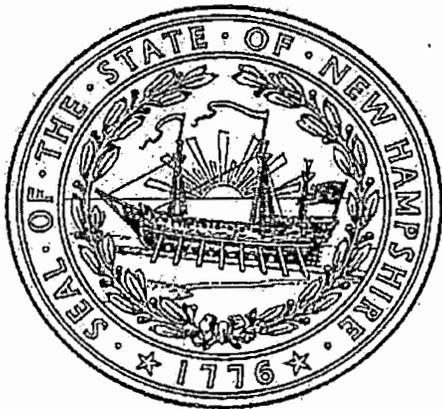
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LABCORP is a New Hampshire Trade Name registered to transact business in New Hampshire on April 01, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 742080

Certificate Number : 0004100621



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of May A.D. 2018.

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

William M. Gardner  
Secretary of State

## 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

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 a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on February 24, 1994. 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 4<sup>th</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

Business Name:	LABORATORY CORPORATION OF AMERICA	Business ID:	220600
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	02/24/1994	Name in State of Incorporation:	LABORATORY CORPORATION OF AMERICA
Date of Formation in Jurisdiction:	02/24/1994		
Principal Office Address:	358 S MAIN ST, Burlington, NC, 27215, USA	Mailing Address:	358 S MAIN ST, Burlington, NC, 27215, USA
Citizenship / State of Incorporation:	Foreign/Delaware		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	annualreports@cscinfo.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1.	OTHER / MEDICAL LABORATORY TESTING.	

---

Page 1 of 1, records 1 to 1 of 1

---

### Registered Agent Information

---

Name:	CORPORATION SERVICE COMPANY
Registered Office Address:	10 Ferry Street S313, CONCORD, NH, 03301, USA
Registered Mailing Address:	10 Ferry Street S313, CONCORD, NH, 03301, USA

---

**Certificate of Authority # 1**

*(Corporation of LLC- Non-specific, open-ended)*

**Corporate Resolution**

I, Michael T. Cavanaugh, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*

Laboratory Corporation of America Holdings. I hereby certify the following is a true copy of a  
*(Name of Corporation or LLC)*

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May  
*(Month)*

2, 20 18 at which a quorum of the Directors/shareholders were present and voting.  
*(Day) (Year)*

**VOTED:** That Michael T. Cavanaugh (may list more than one person) is duly authorized to  
*(Name and Title)*

enter into contracts or agreements on behalf of Laboratory Corporation of America Holdings with  
*(Name of Corporation or LLC)*

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/16/18

ATTEST: Michael T. Cavanaugh VP  
*(Name and Title)*

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

**Executive Officers:**

<b>David P. King</b>	President and Chief Executive Officer
<b>Glenn A. Eisenberg</b>	Executive Vice President and Chief Financial Officer
<b>Gary M. Huff</b>	Executive Vice President and Chief Executive Officer of LabCorp Diagnostics
<b>Benjamin R. Miller</b>	Non-Section 16 Executive Vice President and Chief Operating Officer of LabCorp Diagnostics
<b>John D. Ratliff</b>	Executive Vice President and Chief Executive Officer of Covance Drug Development

**Additional Officers:**

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

<b>James A. Bucher</b>	Divisional-Finance (Central North)	<b>James P. Maruca</b>	Divisional-Operations (Atlantic)
<b>Tim J. Carr</b>	Corporate IT agreements with approved CEP	<b>Laura McClannan</b>	LabCorp Diagnostic Quality Agreements
<b>Michael T. Cavanaugh</b>	Divisional-Finance (Northeast)	<b>Angela R. Miller</b>	Information Technology Letters of Authorization
<b>Diane Corbett</b>	Covance Drug Development Quality Agreements	<b>Jeffrey W. Schmalz</b>	Corporate-Women's Health and Primary Care
<b>Jeffrey W. Craven</b>	Corporate-DOD Agreements	<b>Inna N. Teyf</b>	Benefits, Compensation, Global Mobility and 5500s
<b>Lynda D. Dinwiddie</b>	Corporate-Fleet and Travel (except for Government contracts and bids)	<b>Sherry L. Thomas</b>	Divisional-Contracting (Central North)
<b>Pamela S. Edwards</b>	Occupational Testing Services Contracts, Proposals and Letters	<b>Edward D. Van Nimwegen</b>	Divisional-Finance (Mid-America)
<b>James K. Fleming</b>	Science & Technology	<b>Kurt W. Wanner</b>	Divisional-Operations (Northeast)
<b>Scott J. Frommer</b>	Investor Relations	<b>Kellie Watson</b>	Corporate-Development Confidentiality Agreements
<b>Mark Garawitz</b>	Real Estate and Construction documents	<b>Megann Vaughn Watters</b>	Corporate -Confidentiality Agreements
<b>Scott W. Gillum</b>	Divisional-Finance (Mid-America)	<b>Brian S. Wilcox</b>	Divisional-Finance (Atlantic)
<b>Serena Guzman</b>	Pathology Agreements	<b>Debbie Burnett Williams</b>	Travel (except for government contracts and bids)
<b>Parthia E. Hudson</b>	Divisional-Finance (Southeast)	<b>Randolph M. Young</b>	Lab Administration
<b>Jeffrey C. Hitzke</b>	Supply Chain		
<b>Patricia Kushner</b>	Communications documents		
<b>Marianne Levandoski</b>	Supply Chain		
<b>George C. Maha</b>	Identity & AMS Agreements		

Prepared 5/2/18



**New Hampshire Department of Corrections  
Division of Administration  
Contract/Grant Unit**

**Comprehensive General Liability Insurance Acknowledgement Form**

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

**Insurance Requirement for (1) - 501(c) (3) contractors** whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2) - All other contractors** who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ \_\_\_\_\_ Per Claim    \$ 1,000,000 Per Incident/Occurrence    \$ 2,000,000 General Aggregate

Michael T. Carracone VP  
Signature & Title

5/16/18  
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
    - (1) narcotics
    - (2) controlled drugs or
    - (3) automatic or concealed weapons possessed by those not licensed to have them.
  - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
  - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
  - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
  - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
  - f) Any intoxicating beverage.
  - g) Sums of money or negotiable instruments in excess of \$100.00.
  - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
  - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
  - j) Knives and knife-like weapons, clubs and club-like weapons,
    - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
    - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
    - (3) pornography or pictures of visitors or prospective visitors undressed,
    - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
    - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
    - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
    - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Michael T. Cavanaugh, VP  
Name

Michael T. Cavanaugh VP  
Signature

5/16/18  
Date

Anna DiGraziano  
Witness Name

Anna DiGraziano  
Signature

5/16/18  
Date

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

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

Michael T. Cavanaugh  
Name

Michael T. Cavanaugh VP  
Signature

5/16/18  
Date

Anna DiGraziano  
Witness Name

Anna DiGraziano  
Signature

5/16/18  
Date

NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Michael T. Cavanaugh  
Name

Michael T. Cavanaugh VP  
Signature

5/16/18  
Date

Anna DiGraziano  
Witness Name

Anna DiGraziano  
Signature

5/16/18  
Date



Laboratory Corporation of America Holdings  
69 First Avenue  
Raritan, New Jersey 08869

Telephone: 800-631-5250

May 16, 2018

Joyce Leeka  
Geisinger Health Systems  
100 N. Academy Avenue  
Danville, PA 17822

Re: HIPAA Business Associate Agreement

Dear Ms. Leeka:

This letter is in reply to your request that Laboratory Corporation of America Holdings ("LabCorp") enter into a Business Associate Agreement (BAA) with your organization with respect to the use and disclosure of protected health information (PHI) under the HIPAA Privacy and Security Rules.

Having reviewed the business relationship between LabCorp and your organization, which is limited to reference clinical laboratory testing services, it is LabCorp's position that the relationship does not qualify for a BAA as the use and disclosure of PHI between our organizations is concerning the treatment of individuals.

As set forth in the HIPAA Privacy Rule at 45 CFR 160.103, the definition of "business associate" specifically excludes health care providers with respect to disclosures of PHI by a covered entity to the health care provider concerning the treatment of individuals. As such, the BAA requirements under the HIPAA Privacy and Security Rules are not applicable to our arrangement.

LabCorp is fully committed to compliance with its obligations as a covered entity under HIPAA. We appreciate your efforts and your cooperation in this matter. Should you have any questions, please feel free to contact your LabCorp Contract Administrator at 908-526-2400 x 2632 or by e-mail at [digraza@labcorp.com](mailto:digraza@labcorp.com).

Very truly yours,

Michael T. Cavanaugh  
Vice President

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
Board of Medical Examiners

HAS REGISTERED

Anaceli O. Borbon Reyes  
69 First Avenue  
Raritan, NJ 08869

FOR PRACTICE IN NEW JERSEY AS A(N): Medical Doctor

05/22/2017 TO 06/30/2019  
VALID

LICENSE REGISTRATION CERTIFICATION #

*Anaceli Borbon Reyes MD*  
Signature of Licensee/Registrant/Certificate Holder

*[Redacted]*  
*[Signature]*  
DIRECTOR