



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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

603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

William L. Wrenn
 Commissioner

Bob Mullen
 Director

December 14, 2012

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

REQUESTED ACTION

Authorize the New Department of Corrections to enter into a contract with Laboratory Corporation of America Holdings d/b/a LabCorp (VC # 174899), 69 First Anenue, Raritan, NJ 08869, in the amount of \$526,038.94, for the provision of on-site clinical laboratory services for the NH Department of Corrections effective upon Governor and Executive Council approval through May 31, 2014. 100% General Funds

Funding is available in account, *Medical-Dental*, as follows with the authority to adjust encumbrances in each of the State's Fiscal Years through the Budget Office, if needed and justified. Funding for SFY 2014 is contingent upon the availability and continued appropriation of funds.

Laboratory Corporation of America d/b/a LabCorp			
Account	Description	SFY 2013	SFY 2014
02-46-46-465010-8234-101-500729	Medical and Dental	\$193,803.82	\$332,235.12
Total Contract Amount:			\$526,038.94

EXPLANATION

The New Hampshire Department of Corrections issued a Request for Proposal (RFP) for the provision of on-site clinical laboratory services, RFP NHDOC 10-05-GFMED, in December 2009. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for six (6) consecutive weeks and notified twenty-seven (27) potential vendors of the RFP posting. As a result of the issuance of the RFP, four (4) potential vendors responded by submitting a proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the original contract, lowest bidder, in the amount of \$471,662.25, to Spectra Laboratories, Inc.

The original contract for Spectra Laboratories, Inc. was approved by Governor and Executive Council on May 12, 2010 # 45 to provide on-site clinical laboratory services from June 1, 2010 to May 31, 2012 with an option to renew for one (1) additional period of up to two (2) years subject to Governor and Executive Council approval. On May 23, 2012 # 53, the renewal contract was subsequently approved by the Governor and Executive Council for the period of June 1, 2012 through May 31, 2014.

On October 2, 2012, the General Manager and Vice President of Operations, Curtis Johnson, of Spectra Laboratories, Inc. notified the New Hampshire Department of Corrections, see attached letter, and respectfully requested permission to terminate the aforementioned contract without penalty effective until such time that the New Hampshire Department of Corrections secures an agreement with an alternate laboratory service provider and that the New Hampshire Department of Correction's provide Spectra Laboratories, Inc. written notice of the projected termination date.

To maintain essential clinical laboratory services, the NH Department of Corrections contacted Laboratory Corporation of America Holdings d/b/a LabCorp, second lowest bidder with a bid amount of \$664,470.43, to acquire the on-site clinical laboratory services for 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 State Prison for Women (NHSP-W), Goffstown, NH. 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 inmates and patients 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.

The original proposed bid from Laboratory Corporation of America Holdings d/b/a LabCorp of \$664,470.43 was based on a twenty-four (24) month period. This contract has been prorated from \$664,470.43 to \$526,038.94 to reflect a nineteen (19) month term, with State Fiscal Year 13 prorated to \$193,803.82, seven (7) month term, and State Fiscal Year 14 prorated to \$332,235.12, twelve (12) month term.

RFP NHDOC 10-05-GFMED was scored utilizing a consensus methodology by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Dr. Robert MacLeod, DHA, Non-Medical Director, Division of Medical and Pyschiatric Services, Helen Hanks, MM, Deputy Director, Division of Medical and Psychiatric Services and Joyce Leeka, Medical Operations Administrator, Division of Medical and Psychiatric Services.

Respectfully Submitted,



William L. Wren
Commissioner



October 2, 2012

Joyce Leeka, Operations Administrator
State of New Hampshire
Department of Corrections
Division of Administration
P.O. Box 1806
Concord, NH 03302-1806

Re: On-Site Clinical Laboratory Services Contract 2010-45

Ms. Leeka:

Pursuant to recent discussions between Spectra and the New Hampshire Department of Corrections, Spectra's challenges with securing consistent and reliable phlebotomy coverage for the New Hampshire State Prisons for Men & Women persist. While Spectra has actively and aggressively recruited for available and qualified candidates in collaboration with our contracted staffing agencies, we continue to be confronted with limited interest due to the restricted number of hours associated with the assignments as set forth in the aforementioned agreement, Exhibit A, Scope of Services, Item 6-Phlebotomy Services.

Because we truly understand the adverse impact that phlebotomist vacancies have on the institutions, we have and continue to commit to providing full time coverage once a phlebotomist is placed in the interest of catching up on all specimen collection backlog resulting from lapses in phlebotomy coverage.

Despite such efforts, Spectra continues to face challenges with respect to securing consistent and reliable phlebotomy coverage, and respectfully requests permission to terminate the aforementioned contract without penalty. Spectra agrees to continue to provide all services pursuant to the agreement until which time the New Hampshire Department of Corrections secures an agreement with an alternate laboratory services provider and provides Spectra with written notice of the termination date.

Sincerely,

A handwritten signature in black ink that reads "Curtis Johnson".

Curtis Johnson
General Manager, and Vice President of Operations
Spectra Laboratories, Inc.

Subject: On-site Clinical Laboratory Services

FORM NUMBER P-37 (version 1/09)

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 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 May 31, 2014	1.8 Price Limitation \$526,038.94
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William B. Haas	
1.13 Acknowledgement: State of <u>New Jersey</u> , County of <u>Somerset</u> On <u>October 9, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Anna DiGraziano, Notary Public of New Jersey			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, 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) By: On: 1/18/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials WBC
Date 10/9/12

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials WJG
Date 10/9/12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

1. Description of Services, Duration and Location:

- 1.1. The Vendor shall provide On-site Clinical Laboratory Services to include but not limited to:
 - 1.1.1. Tests as identified in the Exhibit-B-1, Fee Schedule, Pages 1-11;
 - 1.1.2. Tests that the Vendor may/can provide that are not listed in the Exhibit B-1, Fee Schedule, Pages 1-11;
 - 1.1.3. Specific NH Department of Corrections Specialty Laboratory Panels for drug screens, pain management, hepatitis, and admissions to include (See Exhibit A-1, NHDOC Panels):
 - 1.1.3.1 Drug Screen Panels;
 - 1.1.3.2 Hepatitis Panels;
 - 1.1.3.3 Admission Panel 1 (Males age 49 or less, all females);
 - 1.1.3.4 Admission Panel 2 (Males age 50 and older);
 - 1.1.3.5 Admission Panel 3.
 - 1.1.3. Provide any other test required on an as needed basis including court ordered tests and those required by NH State Law.
 - 1.1.4. Retrieval of samples/specimens from the NH Department of Corrections.
 - 1.1.5. Phlebotomist services to include but not limited to:
 - 1.1.5.1. Venipuncture services;
 - 1.1.5.2. Specimen collection time and training.
- 1.2. The Contractor shall provide Clinical Laboratory Services for the period from 6/1/2010 through 5/31/2012.
- 1.3. This Contract may be renewed for an additional period of up to two (2) years with mutual agreement of the parties and upon approval by the Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 1.4. 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 State Prison for Women (NHSP-W), Goffstown, NH locations requiring this service are listed below and marked with an X:

Northern Region - NHDOC Northern NH Correctional Facility Location

	Northern Correctional Facility (NCF)	138 East Milan Road,	Berlin, NH 03570
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Southern Region - NHDOC Southern NH Correctional Facility Locations

	NH State Prison for Men (NHSP-M)	281 North State Street,	Concord, NH 03301
	Secure Psychiatric Unit (SPU)	281 North State Street,	Concord, NH 03301
	Special Housing Unit (SHU)	281 North State Street,	Concord, NH 03301
	NH State Prison for Women (NHSP-W)	317 Mast Road,	Goffstown, NH 03045

2. Retrieval Sites of Samples/Specimens:

- 2.1. The retrieval of samples/specimens from the NH Department of Corrections retrieval sites must be available on a daily basis as part of the service provided by the Vendor.
- 2.2. Retrieval times are to be determined between the Vendor and each NH Department of Corrections site.

Vendor Initials: W3K

3. Written Lab Reports:

- 3.1. Written lab reports shall to be furnished within twenty-four (24) hours of completion of tests via fax or other transmittal mechanism as deemed acceptable by the NH Department of Corrections (e.g.: electronic health record), which is to be provided by the Vendor.
- 3.2. Fax supplies, modem, on line, et cetera, necessary for these transmittals are to be provided by the vendor.
- 3.3. Final lab test report(s) will include results of all tests ordered on a single requisition.
- 3.4. In the event the fax or other transmittal mechanisms are inoperable, the Vendor will expedite the delivery of final written lab report(s) by courier Monday through Friday.
- 3.5. The Vendor will work with the NH Department of Corrections in designing a custom requisition form that includes NH Department of Corrections special panels and NH Department of Corrections specified tests for HIV and Hepatitis C.

4. Format of Lab Test Results:

- 4.1. Preferred format of the lab test results will be a horizontal, left to right format.
- 4.2. If the Vendor cannot provide reporting in this format, the Vendor will supply a written explanation.
- 4.3. This requirement will facilitate one (1) page reporting for most lab results.
- 4.4. The Vendor will be required to provide a sample copy of a final lab report with the submission of a proposal.

5. Abnormal and Reportable Lab Results:

- 5.1. The Vendor will report all abnormal lab results as stipulated by the NH Department of Corrections Chief Medical Officer telephonically within four (4) hours of completion of the tests.
- 5.2. The Vendor will provide copies of all reportable test results sent to the Division of Public Health Services.

6. Phlebotomist Services:

- 6.1. Phlebotomist services will be provided by the Vendor two (2) times per week for the Northern Correctional Facility (NCF) Berlin, NH, three (3) times per week for the NH State Prison for Men (NHSP-M) to include once (1) a week for the Secure Psychiatric Unit (SPU), once (1) a week at the Special Housing Unit (SHU), Concord, NH and two (2) times per week at the NH State Prison for Women (NHSP-W).
- 6.2. The on-site days of the Phlebotomist will 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.
- 6.3. Phlebotomist will be on site for a maximum of three (3) hours per session per site.
- 6.4. Phlebotomist services shall be inclusive of collection time and training.

7. Utilization Management Reports:

- 7.1. The Vendor will provide the NH Department of Corrections with monthly utilization management reports. The reports will require sorts by variables such as ordering provider, inmate name, inmate number, facility, date of test, test name, test code and test cost.

8. Supplies:

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

Vendor Initials: WBN

9. Venipuncture Training:

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

10. General Service Provisions:

- 10.1. The NH Department of Corrections on-site Nurse Coordinator or designee shall contact the Vendor when service is needed. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Vendor upon awarding the contract.
- 10.2. The Vendor must furnish the required tools and equipment necessary to provide the requested services of the Contract.
- 10.3. The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 10.4. 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.
- 10.5. The Vendor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to assign to work at the NH Department of Corrections facilities. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to any NHDOC facility. Anyone who is found to have a criminal record shall not be allowed to work at these facilities. Names must be submitted to the Medical Operations Administrator, Joyce Leeka at least seven (7) days before the persons are to work on-site. This rule applies for any new Vendor employees that are assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract.
- 10.6. Any and all tools, containers, and vehicles the Vendor needs to provide the required services must 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.
- 10.7. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 10.8. The Contractor shall adhere to and maintain compliance with the following: consent decrees, State laws and regulations, Departmental policy and procedure directives and accreditation standards as applicable.
- 10.9. The Contractor shall ensure that NH State licensed professionals provide the services required.
- 10.10. The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 10.11. 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.
- 10.12. Change of Ownership:
In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 10.13. Cancellation of the Contract:
The NH Department of Corrections reserves the right to cancel this contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

Vendor Initials: 

10.14. Declaration of Liaison:

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

10.14.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.

10.14.2. The Vendor 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.

10.14.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Medical Operations Administrator, c/o Joyce Leeka, 105 Pleasant Street, Concord, NH 03301.

10.15. Vendor Contract Liaison Responsibilities:

The Vendor shall designate a representative to act as liaison between the Vendor and NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:

10.15.1. representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;

10.15.2. monitoring the Vendor's compliance with the terms of the Contract;

10.15.3. 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

10.15.4. meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.

10.16. NH Department of Corrections Contract Liaison Responsibilities:

The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. 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 Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:

10.16.1. 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;

10.16.2. monitoring compliance with the terms of the Contract;

10.16.3. responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;

10.16.4. meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and,

10.16.5. informing the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

Vendor Initials: 

10.17. Reporting Requirements:

The Vendor shall provide reports as requested below:

- 10.17.1. monthly summary of services provided by facility, inmate, inmate #, and services provided and;
- 10.17.2. any information requested by the NH Department of Corrections.

10.18. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:

- 10.18.1. monitor and evaluate the Vendor's compliance with the terms of the contract;
- 10.18.2. the NH Department of Corrections Bureau of Quality Improvement, Compliance and Research Director may meet with the Vendor at a minimum of twice (2) a year to assess the performance of the Vendor relative to the Vendor's compliance with the contract as set forth in the approved Contract document;
- 10.18.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies;
- 10.18.4. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.

11. Other Contract Provisions:

11.1. Modifications to the Contract:

In the event of any dissatisfaction with the Vendor's performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.

- 11.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:
- 11.1.2. not in compliance with the terms of the Contract, or;
- 11.1.3. as otherwise permitted by law or as stipulated within this Contract.

11.2. Coordination of Efforts:

The Vendor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

12. Bankruptcy or Insolvency Proceeding Notification:

- 12.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.
- 12.2. 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.

13. Embodiment of the Contract:

- 13.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
 - 13.1.1. the Request for Proposal (RFP) and any amendments thereto;
 - 13.1.2. the proposal submitted by the Vendor in response to the RFP; and/or
 - 13.1.3. a negotiated document (Contract) 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.

Vendor Initials: 

- 13.2. 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 6.1.3. shall govern.
- 13.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, 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.

14. Cancellation of Contract:

- 14.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
- 14.2. 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 Vendor.
- 14.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.

15. Vendor Transition:

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

16. 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.

17. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

18. Employee Information:

The Contractor shall be responsible for providing the name, DOB and Social Security number of all employees the contractor plans to assign to work at the NH Department of Corrections facilities. The NHDOC shall do a criminal record check on all prospective workers who might be assigned to any departmental facility. Anyone who is found to have a criminal record may not be allowed to work at these facilities. Names must be submitted to the Director of Nursing at least seven (7) days before work is scheduled to begin. Any new employees that are assigned to work at any NH Department of Corrections facility, the same rules apply for the duration of the Contract.

19. Institutional Rules:

The Vendor shall follow the NH Department of Corrections Rules of Conduct and the Administrative Rules and any and all rules of the institution which they are servicing.

20. Tool Inventory:

Any tool the Contractor needs to provide or perform the required services must be inventoried before entering and leaving the facility.

Vendor Initials: WBC

21. Special Notes:

- 21.1. The headings and footings of the sections of the Exhibit A, B, and C are for convenience only and shall not affect the interpretation of any section.
- 21.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 21.3. Locations per Contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department.
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 Vendor.
- 21.4. 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:
 - 21.4.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 21.4.2. secure the Contractor's written agreement to the proposed changes.
- 21.5. 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 without approval by Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.

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Vendor Initials: 

1. NH Department of Corrections Specialty Laboratory Panels:

1.1. Drug Screen 10:

Barbiturates
Benzodiazepine Metabolites
Cocaine and Metabolite
MDMA
Methodine and Metabolite
Methamphetamines
Morphine-Amphetamines
PCP
Tetrahydrocannabinol (THC)
Tricyclic Antidepressants

2.1. Drug Screen 11:

Alcohol
Amphetamines
Barbiturates
Benzodiazepine Metabolites
Cocaine and Metabolite
Methaqualone and Metabolite
Methodone and Metabolite
Opiates
Phencyclidine
Proxyphene and Metabolite
Tetrahydrocannabinol (THC)

3.1. Drug Screen 14:

Barbiturates
Benzodiazepine Metabolites
Buprenorphine
Cocaine and Metabolite
MDMA
Methamphetamines
Methodone and Metabolite
Opiates
Oxycodone
PCP
Proxyphene-Amphetamines
Tetrahydrocannabinol (THC)
Tricyclic Antidepressants
Vicodin/Hydrocodone

Vendor Initials: WBR

1. NH Department of Corrections Specialty Laboratory Panels Continued:

4.1. Hepatitis Panel, Acute (4)

Hep C Ab
Hep A Ab, IgM
Hep B Core Ab, IgM
Hep B Surface Ag

5.1. Admission Panel 1 (Males age 49 or less, all females)

Comprehensive Metabolic Panel (CMP) 14, Lipid Panel (LP), RPR

6.1. Admission Panel 2 (Males age 50 and older)

Comprehensive Metabolic Panel (CMP) 14, Lipid Panel (LP), RPR, PSA

7.1. Admission Panel 3

Comprehensive Metabolic Panel (CMP) 14, Thyroid Panel (TP), CBC w/ Diff, Platlet (Plt) RPR

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Vendor Initials: 

1. Method of Payment:

- 1.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 1.2. Invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, and Attn: Medical Operations Administrator, PO Box 1806, Concord, NH 03302-1806 for approval.
- 1.3. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 1.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendor'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.
- 1.5. 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:
 - 1.5.1. invoice date and number;
 - 1.5.2. facility name and associated Contractor account number (if applicable) representing facility name;
 - 1.5.3. quantity, description and inmate name associated with services rendered;
 - 1.5.4. itemized service/product total charge per service/product type.
- 1.6. 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.
- 1.7. Any related service and/or product charges shall be at the expense of the Vendor to include but not limited to:
 - 1.7.1. delivery of incorrect equipment/supplies requested/ordered by the NHDOC;
 - 1.7.2. shipping and handling charges;
 - 1.7.3. gasoline charges;
 - 1.7.4. any related travel expenses for Vendor's personnel to facilities.
- 1.8. Exhibit B-1, Fee Schedule shall remain in full force for the duration of this agreement.

2. Fee Structure for Clinical Laboratory Services:

- 2.1. The Fee Structure for Clinical Laboratory Services shall include:
 - 2.1.1. laboratory tests (cumulative total of the estimated volume of each laboratory test multiplied by the Vendor's unit cost of each laboratory test);
 - 2.1.2. on-site Phlebotomist services (training and collection time of samples/specimens) shall be inclusive of the Vendor's unit cost of each laboratory test.
- 2.2. The NH Department of Corrections is seeking the best rates available with regard to Laboratory costs. The 2009 CMS Laboratory Fee Schedule, Medicare plus 10% is our basis for comparison with regard to proposed Vendor costs in assessing the Total Estimated Cost in the Scoring Criteria.

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Vendor Initials: WSP

3. Clinical Laboratory Fee Schedule:

3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
1	86900	ABO Grouping and Rho(D) Typing	\$ 4.79	7	\$12.00	\$84.00
2	86901	Rh (D)	\$ 4.79	7	\$22.50	\$157.50
3	86903	Antigen Screening, Reagent Serum per Unit	\$ 15.16	7	NMI	\$
4	86904	Antigen Screening using patient Serum, per Unit	\$ 15.27	7	NMI	\$
5	86905	RBC Antigen other than ABO or Rh (D), each	\$ 4.35	7	\$28.00	\$196.00
6	86906	Rh Phenotyping, complete	\$ 12.44	7	\$18.75	\$131.25
7	82003	Acetaminophen (Tylenol®), Serum	\$ 32.51	2	\$33.00	\$66.00
8	83519	AChR Blocking Antibodies, Serum	\$ 21.70	1	\$259.75	\$259.75
9	82024	ACTH, Plasma	\$ 62.04	3	\$75.00	\$225.00
10	83516	Actin (Smooth Muscle) Antibody	\$ 18.40	10	\$28.00	\$280.00
11	87070	Aerobic Bacterial Culture, General	\$ 13.83	222	\$18.00	\$3,996.00
12	87116	AFB Broth-Based Culture & Smear	\$ 17.36	3	\$41.00	\$123.00
13	82105	AFP, Serum, Open Spina Bifida	\$ 26.94	1	\$20.00	\$20.00
14	82105	AFP, Serum, Tumor Marker	\$ 26.94	102	\$10.00	\$1,020.00
15	82105	AFP, Serum, Tumor Marker (Serial)	\$ 26.94	1	\$87.38	\$87.38
16	82135	ALA Delta, Random Urine	\$ 22.44	2	\$148.69	\$297.38
17	82085	Aldolase	\$ 15.59	1	\$20.00	\$20.00
18	82088	Aldosterone, Serum	\$ 65.45	6	\$81.00	\$486.00
19	84075	Alkaline Phosphatase, Serum	\$ 8.32	2	\$7.00	\$14.00
20	86003 (x 9), 86005	Allergen Profile, Basic Food Profile: Beef; Chocolate; Corn; Whole Egg; Fish/Shell Mix; Cow Milk; Peanut; Pork; Soybean; Wheat; Qualitative, Multiallergen Screen	\$ 88.22	2	\$40.00	\$80.00
21	82103	Alpha-I-Antitrypsin, Serum	\$ 21.57	4	\$29.00	\$116.00
22	84460	ALT/SGPT	\$ 8.50	376	\$7.00	\$2,632.00
23	80152	Amitriptyline (Elavil®), Serum	\$ 28.75	11	\$31.00	\$341.00
24	82140	Ammonia, Plasma	\$ 23.41	90	\$28.00	\$2,520.00
25	82150	Amylase, Serum	\$ 10.41	108	\$6.00	\$648.00
26	80100	Anabolic Steroids	\$ 23.35	2	\$181.50	\$363.00
27	87070	Aerobic Culture	\$ 13.83	4	\$18.00	\$72.00
28	87075	Anaerobic Culture	\$ 15.19	4	\$21.00	\$84.00
29	82164	Angiotensin-Converting Enzyme	\$ 23.44	7	\$60.94	\$426.58
30	86147 (x3)	Anticardiolipin (ACA) Ab, IgG, IgM, IgA, Quant	\$ 66.24	1	\$108.60	\$108.60
31	86147	Anticardiolipin (ACA) Ab, IgG Quant	\$ 22.08	2	\$85.69	\$171.38
32	86225	Anti-dsDNA Antibodies	\$ 22.07	2	\$34.00	\$68.00
33	86038	Antinuclear Antibodies (ANA) Direct	\$ 19.42	106	\$23.00	\$2,438.00
34	85300	Antithrombin Activity	\$ 19.03	2	\$127.50	\$255.00
35	82542	Aripiprazole	\$ 29.01	1	\$93.25	\$93.25
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 1 of 13 (Item # 1 – 35)]:						\$17,880.07

Vendor Initials: *WNA*

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
36	84450	Aspartate Aminotransferase (AST/SGOT)	\$ 8.31	18	\$7.00	\$126.00
37	82205	Barbiturates (GC/MS), Blood	\$ 18.39	1	\$314.50	\$314.50
38	83880	B-Type Natriuretic Peptide	\$ 54.52	1	\$55.00	\$55.00
39	80154	Benzodiazepine Confirmation, Urine	\$ 29.70	1	\$119.25	\$119.25
40	87081	Beta-Hemolytic Strep Culture, Grp A	\$ 9.26	99	\$9.00	\$891.00
41	82232	B-2 Microglobulin, Serum	\$ 25.98	6	\$47.00	\$282.00
42	82232	B-2 Microglobulin, Serum (Serial)	\$ 25.98	1	\$127.50	\$127.50
43	82248	Bilirubin, Direct	\$ 8.06	1	\$20.25	\$20.25
44	82247	Bilirubin, Total	\$ 8.06	3	\$7.00	\$21.00
45	86003	Black Bean, IgE	\$ 8.38	1	\$48.50	\$48.50
46	87040	Blood Culture, Routine	\$ 16.58	4	\$21.00	\$84.00
47	87070	Body Fluid Culture, Sterile, Routine	\$ 13.83	2	\$89.75	\$179.50
48	83970	Parathyroid Hormone (PTH)	\$ 66.30	2	\$102.38	\$204.76
49	82652	Calcitriol (1, 25 di-OH Vitamin D)	\$ 61.82	2	\$285.75	\$571.50
50	82330	Calcium, Ionized, Serum	\$ 21.95	2	\$23.90	\$47.80
51	82310	Calcium, Serum	\$ 8.28	18	\$7.00	\$126.00
52	82340	Calcium, 24-Hr Urine	\$ 9.69	1	\$9.00	\$9.00
53	82360	Calculi, Urinary	\$ 20.68	6	\$70.25	\$421.50
54	82360	Calculi, Urinary, w/ Photograph	\$ 20.68	2	\$81.25	\$162.50
55	86304	Cancer Antigen (CA) 125, Serum	\$ 33.42	3	\$103.50	\$310.50
56	80156	Carbamazepine (Tegretol®), Serum	\$ 23.39	99	\$21.00	\$2,079.00
57	86301	Carbohydrate Antigen 19-9	\$ 33.42	3	\$119.50	\$358.50
58	82378	Carcinoembryonic Antigen (CEA)	\$ 30.47	7	\$35.00	\$245.00
59	82380	Carotene, Beta	\$ 14.82	5	\$20.00	\$100.00
60	84681	C-Peptide, Serum	\$ 33.42	1	\$24.40	\$24.40
61	86141	C-Reactive Protein (CRP), Cardiac	\$ 20.80	7	\$42.94	\$300.58
62	86140	C-Reactive Protein (CRP), Quant	\$ 8.32	185	\$18.00	\$3,330.00
63	85025	CBC w/ Differential/Platelet	\$ 12.49	2680	\$5.00	\$13,400.00
64	85014	CBC w/ Differential w/o Platelet	\$ 3.81	15	\$4.75	\$71.25
65	85014	CBC w/o Differential/Platelet	\$ 3.81	5	\$4.65	\$23.25
66	85027	CBC w/o Differential w/ Platelet	\$ 10.40	5	\$4.75	\$23.75
67	86200	CCP IgG Antibodies, ELISA	\$ 20.80	4	\$39.00	\$156.00
68	86360	CD4 and CD8 Absolute Count, w/ Ratio	\$ 22.08	1	\$202.50	\$202.50
69	89051	Cell Count, Body Fluid	\$ 8.84	3	\$8.00	\$24.00
70	82390	Ceruloplasmin	\$ 17.25	4	\$21.00	\$84.00
71	87491, 87591	Chlamydia/Gonococcus Amplified	\$ 83.66	116	\$47.00	\$5,452.00
72	87490, 87590	Chlamydia/Gonococcus, DNA Probe	\$ 64.42	123	\$25.00	\$3,075.00
73	87490, 87590	Chlamydia/GC, DNA Probe w/ Conf	\$ 64.42	8	\$126.75	\$1,014.00
74	87270	Chlamydia trachomatis, DFA	\$ 18.40	1	\$80.00	\$80.00
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 2 of 13 (Item # 36 – 74)]:						\$34,165.29

Vendor Initials: *WJN*

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
75	87491	Chlamydia trachomatis, NAA	\$ 41.83	16	\$23.50	\$376.00
76	82465	Cholesterol, Total	\$ 7.00	1	\$4.50	\$4.50
77	82507	Citric Acid (Citrates), 24-Hr Urine	\$ 34.05	1	\$61.60	\$61.60
78	87324	Clostridium difficile Toxin A+B, EIA	\$ 18.40	58	\$10.00	\$580.00
79	87230	Clostridium difficile Toxin B Cytotox	\$ 31.38	1	\$137.00	\$137.00
80	80154	Clozapine (Clozaril®), Serum	\$ 29.70	9	\$38.00	\$342.00
81	86880	Coombs', Direct	\$ 8.62	1	\$26.44	\$26.44
82	82525	Copper, Serum or Plasma	\$ 19.93	1	\$81.25	\$81.25
83	82533	Cortisol	\$ 26.19	33	\$29.00	\$957.00
84	82533	Cortisol – AM	\$ 26.19	1	\$29.00	\$29.00
85	82550	Creatine Kinase (CK), Total, Serum	\$ 10.46	115	\$7.00	\$805.00
86	82570	Creatine, 24-Hr Urine	\$ 7.44	1	\$12.60	\$12.60
87	82575	Creatinine Clearance w/ Body Surface Area Normalization	\$ 15.17	11	\$10.00	\$110.00
88	82565	Creatinine, Serum (Blood)	\$ 8.23	110	\$7.00	\$770.00
89	82570, 81000	Creatinine Urine + Protein Urine	\$ 12.49	1	\$48.94	\$48.94
90	82595	Cryoglobulin, QI, Serum	\$ 10.40	4	\$9.30	\$37.20
91	82595	Cryoglobulin, QI, Serum w/ Qnt Rflx	\$ 10.40	6	\$9.30	\$55.80
92	89060	Crystal Exam, Miscellaneous Fluid	\$ 11.48	3	\$19.70	\$59.10
93	86644	Cytomegalovirus Antibodies, IgG	\$ 23.12	8	\$34.00	\$272.00
94	82627	Dehydroepiandrosterone Sulfate	\$ 35.71	2	\$54.00	\$108.00
95	80160	Desipramine, Serum	\$ 27.64	4	\$41.00	\$164.00
96	80154	Diazepam (Valium®), Serum	\$ 29.70	1	\$87.56	\$87.56
97	80162	Digoxin, Serum	\$ 21.33	8	\$24.00	\$192.00
98	85613	Dilute Russell Viper Venom Time	\$ 15.37	1	\$90.75	\$90.75
99	80166	Doxepin (Sinequan®), Serum	\$ 24.90	1	\$38.10	\$38.10
100	85613	dRVVT Mix	\$ 15.37	1	\$90.75	\$90.75
101	85613	dRVVT Confirm	\$ 15.37	1	\$90.75	\$90.75
102	80101 (x7)	Drug Profile, Blood (7 Drugs): Amphetamines; Barbiturates; Benzodiazepines; Cannabinoids; Cocaine; Opiates, Phencyclidine	\$ 154.84	1	\$289.50	\$289.50
103	80101 (x8)	Drug Profile, Urine (7 Drugs + Alcohol): Amphetamines; Barbiturates; Benzodiazepines; Cannabinoids; cocaine; Opiates; Phencyclidine; Alcohol.	\$ 176.96	1	\$69.50	\$69.50
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 3 of 13 (Item # 75 – 103)]:						\$5,986.34

Vendor Initials: *WGN*

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
104	80101 (x7)	Drug Profile Routine, Urine (7 Drug): Amphetamines; Barbiturates; Benzodiazepines; Cannabinoids; Cocaine; Opiates; Phencyclidine (GC/MS Confirm w/ + Charge)	\$ 154.84	1	\$63.00	\$63.00
105	80101 (x7)	Drug Profile Routine, Urine (7 Drug): Amphetamines; Barbiturates; Benzodiazepines; Cannabinoids; Cocaine; Opiates, Phencyclidine (GC/MS included)	\$ 154.84	2	\$73.00	\$146.00
106	80051	Electrolyte Panel	\$ 11.26	39	\$6.00	\$234.00
107	82668	Erythropoietin (EPO), Serum	\$ 30.20	1	\$111.75	\$111.75
108	82670	Estradiol	\$ 44.88	1	\$65.00	\$65.00
109	83891, 83894, 83898 (x2), 83912	Factor V Leiden Mutation Analysis	\$ 33.33	3	\$125.00	\$375.00
110	83892	Factor II, DNA Analysis	\$ 6.44	1	\$300.00	\$300.00
111	82728	Ferritin, Serum	\$ 21.88	588	\$9.00	\$5,292.00
112	85384	Fibrinogen Activity	\$ 13.64	1	\$64.50	\$64.50
113	82746	Folate (Folic Acid)	\$ 23.62	1	\$16.00	\$16.00
114	83001	FSH, Serum	\$ 29.85	7	\$30.00	\$210.00
115	83002	LH	\$ 29.74	19	\$11.25	\$213.75
116	87101, 87206	Fungus Culture w/ Stain	\$ 21.01	3	\$138.75	\$416.25
117	87101	Fungus (Mycology) Culture	\$ 12.39	1	\$23.00	\$23.00
118	86003	F002 Milk (Cow)	\$ 8.38	4	\$5.00	\$20.00
119	86003	F003 Codfish	\$ 8.38	2	\$5.00	\$10.00
120	86003	F006 Barley, Whole Grain	\$ 8.38	1	\$5.00	\$5.00
121	86003	F011 Buckwheat	\$ 8.38	1	\$5.00	\$5.00
122	86003	F013 Peanut	\$ 8.38	4	\$5.00	\$20.00
123	86003	F014 Soybean	\$ 8.38	2	\$5.00	\$10.00
124	86003	F015 White Bean	\$ 8.38	1	\$5.00	\$5.00
125	86003	F020 Almond	\$ 8.38	1	\$5.00	\$5.00
126	86003	F021 Cane Sugar	\$ 8.38	1	\$5.00	\$5.00
127	86003	F024 Shrimp	\$ 8.38	1	\$5.00	\$5.00
128	86003	F026 Pork	\$ 8.38	1	\$5.00	\$5.00
129	86003	F027 Beef	\$ 8.38	1	\$5.00	\$5.00
130	86003	F033 Orange	\$ 8.38	1	\$5.00	\$5.00
131	86003	F040 Tuna	\$ 8.38	5	\$5.00	\$25.00
132	86003	F041 Salmon	\$ 8.38	1	\$5.00	\$5.00
133	86003	F042 Haddock	\$ 8.38	1	\$5.00	\$5.00
134	86003	F045 Yeast, Baker's	\$ 8.38	1	\$5.00	\$5.00
135	86003	F046 Nut Mix 2	\$ 12.80	1	\$5.00	\$5.00
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 4 of 13 (Item # 104 – 135)]:						\$7,680.25

Vendor Initials: 

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
136	86003	F048 Onions	\$ 8.38	4	\$5.00	\$20.00
137	86003	F049 Apple	\$ 8.38	1	\$5.00	\$5.00
138	86003	F050 Mackerel	\$ 8.38	1	\$5.00	\$5.00
139	86003	F079 Gluten	\$ 8.38	1	\$5.00	\$5.00
140	86003	F080 Lobster	\$ 8.38	1	\$5.00	\$5.00
141	86003	F081 Cheese, Cheddar	\$ 8.38	1	\$5.00	\$5.00
142	86003	F094 Pear	\$ 8.38	1	\$5.00	\$5.00
143	86003	F212 Mushroom	\$ 8.38	2	\$5.00	\$10.00
144	86003	F121 Pinto Bean	\$ 8.38	1	\$5.00	\$5.00
145	86003	F183 Sunflower Seed	\$ 8.38	1	\$5.00	\$5.00
146	86003	F203 Crab	\$ 8.38	3	\$5.00	\$15.00
147	86003	F207 Clam	\$ 8.38	1	\$5.00	\$5.00
148	86003	F284 Turkey	\$ 8.38	3	\$5.00	\$15.00
149	86003	F235 Lentil	\$ 8.38	1	\$5.00	\$5.00
150	86003	F236 Whey	\$ 8.38	1	\$5.00	\$5.00
151	86003	F242 Bing Cheery	\$ 8.38	1	\$5.00	\$5.00
152	86003	F245 Egg, Whole	\$ 8.38	4	\$5.00	\$20.00
153	86003	F256 Walnut, Food	\$ 8.38	1	\$5.00	\$5.00
154	86003	F287 Kidney Bean (Red Bean)	\$ 8.38	1	\$5.00	\$5.00
155	86003	F315 Green Bean	\$ 8.38	1	\$5.00	\$5.00
156	86003	F384 Whitefish	\$ 8.38	3	\$6.00	\$18.00
157	82491	Gabapentin (Neurontin®), Serum	\$ 29.01	59	\$45.00	\$2,655.00
158	87081	GC Culture Only	\$ 9.26	1	\$37.25	\$37.25
159	87070	Genital Culture, Routine	\$ 13.83	5	\$18.00	\$90.00
160	80170	Gentamicin, Serum, Peak	\$ 26.32	1	\$67.50	\$67.50
161	80170	Gentamicin, Serum, Trough	\$ 26.32	1	\$67.50	\$67.50
162	82951	Gestational Glucose Tolerance	\$ 20.68	1	\$81.00	\$81.00
163	82977	GGT	\$ 11.56	5	\$7.00	\$35.00
164	87329	Giardia lamblia Direct Detection EIA	\$ 18.40	3	\$41.00	\$123.00
165	82947	Glucose, Plasma	\$ 6.30	8	\$20.25	\$162.00
166	82947	Glucose, Serum	\$ 6.30	31	\$6.00	\$155.00
167	82951 (x4)	Glucose Tolerance Test (GTT), Blood 3 Specimens (includes Glucose)	\$ 82.72	1	\$9.75	\$9.75
168	82952	Glucose Tolerance Test (GTT), Blood, each additional beyond 3 Specimens	\$ 6.29	1	\$101.25	\$101.25
169	82950	Glucose, 1-Hour PP	\$ 7.62	2	\$7.00	\$14.00
170	82950	Glucose (1 Spec) Tolerance, Serum	\$ 7.62	2	\$20.25	\$40.50
171	82947	Glucose (2 Spec) Tolerance, Serum	\$ 6.30	2	\$40.50	\$81.00
172	83036	Glycohemoglobin (GHB), Total	\$ 15.59	1	\$5.50	\$5.50
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 5 of 13 (Item # 136 – 172)]:						\$3,898.25

Vendor Initials: *WAM*

3. Clinical Laboratory Fee Schedule Continued:

3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
173	87205	Gram Stain	\$ 6.85	2	\$6.00	\$12.00
174	82955, 85041	G-6-PD, Quantity, Blood and RBC	\$ 20.42	1	\$10.00	\$10.00
175	84703	hCG, Beta Subunit, Qual, Serum	\$ 12.07	5	\$15.00	\$75.00
176	84702	hCG, Beta Subunit, Quant, Serum	\$ 24.18	10	\$29.00	\$290.00
177	80173	Haloperidon (Haldol®), Serum	\$ 23.39	5	\$43.60	\$218.00
178	87516	HBV, Amplified Probe Technique (DNA, Qualitative)	\$ 41.83	4	\$448.25	\$1,793.00
179	87517	HBV, Quantitative Quantification (DNA, QuantaSure™ PCR)	\$ 68.79	11	\$235.00	\$2,585.00
180	87517	HBV, Quantification (NGI SuperQuant™, Qnt PCR)	\$ 68.79	1	\$520.75	\$520.75
181	87517	HBV, Quantification (DNA QuantaSure™, PCR, Serial)	\$ 68.79	3	\$235.00	\$705.00
182	87517	HBV, Quantification (Real-Time PCR, Quant)	\$ 68.79	2	\$520.75	\$1,041.50
183	86803	HCV Ab (w/Rflx to RIBA)	\$ 21.37	12	\$10.00	\$120.00
184	86803	HCV Antibody	\$ 21.37	5	\$10.00	\$50.00
185	83883, 82172, 82247, 82977, 83010, 84460	HCV FibroSure	\$ 91.41	170	\$150.00	\$25,500.00
186	87902	HCV (Genotyping Nonreflex)	\$ 132.13	36	\$245.00	\$8,820.00
187	87522	HCV, Quantification (NGI SuperQuant™)	\$ 68.79	1	\$449.00	\$449.00
188	87522	HCV, Quantification (NGI QuantaSure™, Qnt, PCR)	\$ 68.79	2	\$297.00	\$594.00
189	87522	HCV, Quantification (QuantaSure™ Plus Non-Graph)	\$ 68.79	254	\$297.00	\$75,438.00
190	87522	HCV, Quantification (RNA PCR, Quan, Reflex Geno)	\$ 68.79	1	\$386.00	\$386.00
191	87522	HCV, Quantification (RT-PCR, Quant Non-Graph)	\$ 68.79	13	\$175.00	\$2,275.00
192	82175, 82570, 83655, 83825	Heavy Metals Profile I, Urine: Arsenic, Lead & Mercury	\$ 84.34	1	\$315.25	\$315.25
193	86677	Helicobacter pylori, IgA	\$ 23.31	1	\$72.94	\$72.94
194	86677	Helicobacter pylori, IgG	\$ 23.31	1	\$24.00	\$24.00
195	86677	Helicobacter pylori, IgM	\$ 23.31	1	\$72.94	\$72.94
196	86677 (x2)	Helicobacter pylori Ab IgG, IgA	\$ 46.62	1	\$50.00	\$50.00
197	86677 (x3)	Helicobacter pylori Ab IgG, IgA, IgM	\$ 69.93	3	\$249.00	\$747.00
198	86677	Helicobacter pylori Ab, IgG	\$ 23.31	127	\$24.00	\$3,048.00
199	86677	Helicobacter pylori, Ab, IgM	\$ 23.31	2	\$72.94	\$145.88
200	86361	Absolute CD4 (Helper T-Lymphocyte Marker CD4)	\$ 17.67	108	\$25.00	\$2,700.00
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 6 of 13 (Item # 173 – 200)]:						\$128,058.26

Vendor Initials: 

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
201	85014	Hematocrit	\$ 3.81	45	\$4.35	\$195.75
202	85018	Hemoglobin (Hgb)	\$ 3.81	36	\$4.35	\$156.60
203	83036	Hemoglobin (Hgb) A1c	\$ 15.59	2117	\$5.50	\$11,643.50
204	83021, 85660	Hemoglobinopathy Profile (Chromatography)	\$ 29.01	1	\$51.80	\$51.80
205	8302	Hemoglobinopathy Profile w/o Sol (Chromatography)	\$ 29.01	1	\$30.60	\$30.60
206	80076	Hepatic Function Panel (7)	\$ 13.12	1051	\$7.00	\$7,357.00
207	86709	Hepatitis A Antibody, IgM	\$ 18.08	4	\$10.00	\$40.00
208	86708	Hepatitis A Antibody, Total	\$ 19.90	2	\$55.13	\$110.26
209	86704	Hepatitis B Core Antibody, Total	\$ 19.36	1	\$9.00	\$9.00
210	86706	Hepatitis B Surface Antibody	\$ 17.25	12	\$10.00	\$120.00
211	87340	Hepatitis B Surface Antigen	\$ 16.59	12	\$10.00	\$120.00
212	87350	Hepatitis Be Antigen	\$ 18.51	7	\$10.00	\$70.00
213	86707	Hepatitis Be Antibody	\$ 18.58	6	\$10.00	\$60.00
214	86704, 86705	Hepatitis B Core Ab, IgG, IgM, Diff	\$ 38.26	1	\$20.00	\$20.00
215	83891, 83892 (x3), 83894 (x3), 83898 (x2), 83912	Hereditary Hemochromatosis, DNA (Enzymatic Digestion), (Separation by Gel Electrophoresis), (Amplification, Target, each Nucleic Acid Sequence), (Interpretation and Report)	\$ 64.40	21	\$145.00	\$3,045.00
216	86694	Herpes Simplex, Non-Specific Type Test (Virus Types I/II, IgG)	\$ 23.12	3	\$35.00	\$105.00
217	85732	Hexagonal Phase Phospholipid	\$ 10.00	1	\$140.00	\$140.00
218	83036	Hgb A1c with w/ MBG Estimation	\$ 15.59	427	\$5.50	\$2,348.50
219	86698	Histoplasma Abs, Quant, DID	\$ 20.08	1	\$105.00	\$105.00
220	87385	Histoplasma capsulatum, Ag, Serum	\$ 18.40	1	\$115.25	\$115.25
221	87385	Histoplasma capsulatum, Ag, Urine	\$ 18.40	1	\$107.00	\$107.00
222	86703	HIV-1 and HIV-2 Single Assay	\$ 22.02	1	\$24.00	\$24.00
223	87535	HIV-1 Amplified Probe Technique (HIV-1 Proviral, DNA, PCR Amplification)	\$ 41.83	1	\$365.00	\$365.00
224	87901, 87903, 87904 (x9)	HIV Phenotype + Genotype (HIV PhenoSenseGT™)	\$ 1,293.69	1	\$1,726.00	\$1,762.00
225	87536	HIV-1 Quantification (HIV-1 RNA b-DNA)	\$ 90.26	3	\$439.50	\$1,318.50
226	87536	HIV-1 Quantification (HIV-1 RNA b-DNA, Non-Graph)	\$ 90.26	1	\$416.75	\$416.75
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 7 of 13 (Item # 201 – 226)]:						\$29,836.51

Vendor Initials: *WAW*

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
227	87901	Infectious Agent Genotype Analysis by Nucleic Acid (DNA or RNA); HIV-1, Reverse Transcriptase and Protease (HIV GenoSure™)	\$ 132.13	2	\$600.00	\$1,200.00
228	87903, 87904	Infectious Agent Phenotype Analysis by Nucleic Acid w/ Drug Resistance Tissue Culture Analysis, HIV-1; first through 10 drugs tested (HIV-1 PhenoSense™ Comprehensive)	\$ 826.64	1	\$1,195.00	\$1,915.00
229	83890	HLA B 27 disease Association	\$ 6.44	1	\$40.00	\$40.00
230	87621	HPV, High-Risk DNA Detection	\$ 41.83	1	\$75.00	\$75.00
231	87255	HSV Culture w/o Typing	\$ 54.38	3	\$50.00	\$150.00
232	86696	HSV Type 2-Specific Ab, IgG	\$ 31.09	4	\$35.00	\$140.00
233	86695	HSV 1 & 2-Specific Ab, IgG	\$ 21.18	2	\$50.00	\$100.00
232	86694	HSV 1 & 2, IgG w Rflx to H I-II Type Specific, IgG Tests	\$ 23.12	1	\$60.00	\$60.00
233	83500, 83505	Hydroxyproline, Free & Total, Quant, 24-Hr	\$ 75.42	1	\$276.56	\$276.56
234	86335, 84166	IFE & Protein Elect, Random Urine	\$ 75.78	1	\$225.75	\$225.75
235	82784 (x3), 86344	IFE, Serum & PE, Serum	\$ 57.65	3	\$183.38	\$550.14
236	82784	Immunofixation, (IFE), Serum	\$ 14.94	1	\$71.00	\$71.00
237	82785	Immunoglobulin E, Total	\$ 26.46	1	\$26.00	\$26.00
238	82784	Immunoglobulin G, Qnt, Serum	\$ 14.94	1	\$35.44	\$35.44
239	87804 (x2)	Influenza A&B, Direct Immunoassay	\$ 18.40	1	\$226.50	\$226.50
240	83525	Insulin	\$ 18.36	2	\$50.25	\$100.50
241	83540, 83550	Iron + IBC w/o Saturation	\$ 24.46	1	\$21.00	\$21.00
242	83540, 83550	Iron & Total Iron Bind Cap (TIBC)	\$ 24.46	169	\$21.00	\$3,549.00
243	83540	Iron, Serum	\$ 10.41	1	\$10.00	\$10.00
244	81003, 82131, 82140, 82340, 82436, 82507, 82570, 83735, 83935, 83945, 84105, 84133, 84300, 84392, 84560	Kidney Stone, Urine w/ Saturation (Ammonia, Calcium, Chloride, Citrate, Creatinine, Cystine Magnesium, Osmolality, Oxalate, pH, Phosphorus, Potassium, Sodium, Sulfate, Total Volume, Uric Acid, Saturation Ratios: Brushite, Calcium Oxalate, Monosodium Urate, Struvite, Graph Review	\$ 194.16	2	\$831.50	\$1,663.00
245	83615	Lactic Acid Dehydrogenase (LDH)	\$ 9.69	11	\$7.00	\$77.00
246	83605	Lactic Acid, Plasma	\$ 17.15	3	\$55.55	\$166.50
247	82491	Lamotrigine (Lamictal®), Serum	\$ 29.01	7	\$79.00	\$553.00
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 8 of 13 (Item # 227 – 247)]:						\$11,231.39

Vendor Initials: *W/M*

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

248	86003	Latex-Specific IgE	\$ 8.38	1	\$5.00	\$5.00
249	83721	LDL Cholesterol (Direct)	\$ 14.73	1	\$56.44	\$56.44
250	83655	Lead, Blood (Adult)	\$ 19.44	2	\$45.00	\$90.00
251	83690	Lipase, Serum	\$ 11.07	94	\$10.00	\$940.00
252	80061	Lipid Panel	\$ 21.53	458	\$4.50	\$2,061.00
253	80061	Lipid Panel w/ LDL/HDL Ratio	\$ 21.53	2978	\$4.50	\$13,401.00
254	80178	Lithium (Eskalith®), Serum	\$ 10.62	382	\$10.00	\$3,820.00
255	85613, 85670, 85705, 85732	Lupus Anticoagulant Comprehensive	\$ 45.88	2	\$379.25	\$758.50
256	85613, 85732	Lupus Anticoagulant w/ Reflex	\$ 25.37	1	\$138.75	\$138.75
257	86618 (x2)	Lyme, Ab , Total IgG/IgM	\$ 45.92	9	\$35.9	\$323.10
258	86618 (x2)	Lyme, Total Ab Test w/ Reflex	\$ 45.92	3	\$35.90	\$107.70
259	86617 (x2)	Lyme, Serum, Western Blot	\$ 49.74	4	\$40.00	\$160.00
260	86618 (x2)	Lyme, Ab, Include Rflx Western Blot on Positives	\$ 45.92	7	\$71.80	\$502.60
261	83735	Magnesium, Serum	\$ 10.76	82	\$8.00	\$656.00
262	88299	Unlisted Cytogenic Study (Marfan Syndrome Analysis)	\$	1	\$1,894.50	\$1,894.50
263	80101	MDMA, Urine (GC/MS included) Includes: MBA, MDMA, MDEA	\$ 22.12	1	\$34.00	\$34.00
264	86765, 86735, 86762	Measles/Mumps/Rubella Immunity (Profile)	\$ 64.78	1	\$28.50	\$28.50
265	80048	Metabolic Panel (8), Basic	\$ 13.60	293	\$8.00	\$2,344.00
266	80053	Metabolic Panel (14), Comprehensive	\$ 16.98	3939	\$4.80	\$18,907.20
267	83835	Metanephrene (Metanephrenes, Frac, Quant, 24-Hr Urine)	\$ 27.21	1	\$29.00	\$29.00
268	83835	Metanephrenes Urine, Total	\$ 27.21	1	\$75.00	\$75.00
269	87186	MIC Organism # 1	\$ 13.88	114	\$10.00	\$1,140.00
270	87186	MIC Organism # 2	\$ 13.88	7	\$170.75	\$1,195.25
271	82043, 82570	Microalb/Creat Ratio, Random Urine	\$ 17.01	38	\$27.00	\$1,026.00
272	82043	Microalbumin Random Urine	\$ 8.69	29	\$27.00	\$783.00
273	81015	Microscopic Examination of Urine	\$ 4.87	5	\$14.44	\$72.20
274	83516	Mitochondrial (M2) Antibody	\$ 18.40	6	\$28.00	\$168.00
275	86308	Mono Qual w/Rflx to Titer on +	\$ 8.32	1	\$9.00	\$9.00
276	86308	Mononucleosis Test, Qualitative	\$ 8.32	9	\$10.00	\$90.00
277	87081	MRSA Culture Only	\$ 9.26	11	\$76.75	\$844.25
278	87081	MRSA Culture/Susceptibility	\$ 9.26	1	\$18.00	\$18.00
279	83874	Myoglobin, Urine	\$ 20.75	1	\$34.00	\$34.00
280	82172, 82247, 82465, 82947, 82977, 83010, 83883, 84450, 84460, 84478	Non Alcoholic Fatty Tissue Disease (NASH FibroSure)	\$ 112.29	6	\$250.00	\$1,500.00
281	87591	Neisseria gonorrhoeae, NAA	\$ 41.83	16	\$23.50	\$376.00
282	80182	Nortriptyline (Aventyl®), Serum	\$ 21.76	7	\$35.00	\$245.00
283	83925	Opiates (4) Confirmation, Urine	\$ 31.25	2	\$129.00	\$258.00
284	83930	Osmolality, Serum	\$ 10.62	1	\$12.00	\$12.00
285	83935	Osmolality, Urine	\$ 10.95	2	\$12.00	\$24.00
286	87177, 87209	Ova + Parasites Examination	\$ 43.15	69	\$20.00	\$1,380.00
Subtotal [Sum of Total Cost Column Exhibit B-I, Page 9 of 13 (Item # 248 – 286)]:						\$55,506.99

Vendor Initials: *WAN*

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
287	83945	Oxalate, Quant, 24-Hr Urine	\$ 20.68	1	\$28.00	\$28.00
288	82491	Oxcarbazepine (Trileptal®), Serum	\$ 29.01	2	\$55.00	\$110.00
289	88175	Pap IG (Image Guided), Lb	\$ 42.55	10	\$45.00	\$450.00
290	87491, 87591, 88142	Pap Lb, CG, NAA	\$ 116.20	2	\$301.50	\$603.00
291	87491, 88142	Pap Lb, Ct, NAA	\$ 74.37	10	\$182.25	\$1,822.50
292	88142	Pap Lb (Liquid-Based)	\$ 32.54	203	\$25.00	\$5,075.00
293	88164	Pap Smear, 1 Slide	\$ 16.96	1	\$15.00	\$15.00
294	82205	Pentobarbital (Nembutal®), Serum	\$ 18.39	1	\$83.06	\$83.06
295	80184	Phenobarbital (Luminal®), Serum	\$ 18.39	42	\$24.00	\$1,008.00
296	80185	Phenytoin (Dilantin®), Serum	\$ 21.30	179	\$18.00	\$3,222.00
297	84100	Phosphorus, Serum	\$ 7.62	62	\$7.00	\$434.00
298	84105	Phosphorus, 24-Hr Urine	\$ 8.32	1	\$9.00	\$9.00
299	86022 (x4)	Platelet Antibody, Serum	\$ 118.00	1	\$773.25	\$773.25
300	85049	Platelet Count	\$ 7.18	18	\$4.35	\$78.30
301	84110	Porphobilinogen (PCG), Quant, Random Urine	\$ 11.23	2	\$10.00	\$20.00
302	84132	Potassium, Serum	\$ 7.37	28	\$7.00	\$196.00
303	85025, 86592, 86762, 86850, 86900, 86901, 87340	Prenatal Profile I w/ Hep B Surf Ag	\$ 67.53	3	\$55.00	\$165.00
304	84146	Prolactin	\$ 31.13	27	\$39.00	\$1,053.00
305	84153	Prostate-Specific Ag (PSA), Serum	\$ 23.31	818	\$9.00	\$7,362.00
306	84066	Prostatic Acid Phos (PAP), Serum	\$ 15.51	17	\$55.50	\$943.50
307	85302	Protein C Antigen	\$ 19.31	1	\$42.00	\$42.00
308	85303	Protein C-Functional	\$ 20.47	1	\$150.00	\$150.00
309	84166	Protein Electro, Random Urine	\$ 28.64	2	\$99.56	\$199.12
310	84165	Protein Electrophoreses, S	\$ 17.25	8	\$49.69	\$397.52
311	85306	Protein S-Functional	\$ 22.96	1	\$160.00	\$160.00
312	84157	Protein, Total, Body Fluid	\$ 5.75	2	\$7.00	\$14.00
313	84156	Protein Total, Quant, 24-Hr Urine	\$ 5.75	10	\$8.00	\$80.00
314	84155	Protein, Total, Serum	\$ 5.75	2	\$20.25	\$40.50
315	84156	Protein, Total, Urine	\$ 5.75	1	\$21.94	\$21.94
316	85610	Prothrombin Time (PT)	\$ 6.31	782	\$7.00	\$5,474.00
317	84202	Protoporphyrin, RBC: Quantitative (Protoporphyrin, FEP/ZPP)	\$ 23.05	1	\$57.19	\$57.19
318	84153	PSA, Free: Total Ratio Reflex	\$ 23.31	2	\$126.00	\$252.00
319	84154	PSA, % Free: Total Ratio	\$ 23.31	2	\$126.00	\$252.00
320	83970	PTH, Intact	\$ 66.30	37	\$102.38	\$3,788.06
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 10 of 13 (Item # 287 – 320)]:						\$34,378.94

Vendor Initials: *WMM*

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
321	85610, 85730	PT and PTT	\$ 15.95	46	\$40.13	\$1,845.98
322	85730	PTT, Acitivated	\$ 9.64	6	\$11.00	\$66.00
323	85732 (x2)	PTT-LA Incub Mix	\$ 20.00	1	\$89.75	\$89.75
324	85732 (x2)	PTT-LA Mix	\$ 20.00	2	\$89.75	\$179.50
325	86592	Rapid Plasma Reagin (RPR), Qual	\$ 6.85	43	\$6.50	\$279.50
326	80069	Renal Function Panel (10)	\$ 13.95	4	\$12.00	\$48.00
327	85045	Reticulocyte Count	\$ 6.44	5	\$6.00	\$30.00
328	86901	Rh Typing (Factor)	\$ 4.79	1	\$22.50	\$22.50
329	86431	Rheumatoid Arthritis (RA) Factor	\$ 9.12	100	\$18.00	\$1,800.00
330	82542	Risperidone (Risperdal®), Serum	\$ 29.01	1	\$132.00	\$132.00
331	87536	HIV-1 Quantification (RNA, PCR (Non-Graph) Rflx/Geno)	\$ 90.26	1	\$386.00	\$386.00
332	87536	HIV-1 Quantification (RNA, PCR (Non-Graph) Rflx/Geno +)	\$ 90.26	1	\$386.00	\$386.00
333	87536	HIV-1 Quantification (RNA, Real Time PCR Graph)	\$ 90.26	95	\$98.00	\$9,310.00
334	87536	HIV-1 Quantification (RNA, Real Time PCR (Non-Graph)	\$ 90.26	4	\$150.00	\$600.00
335	86593	RPR, Quantitation (RPR Qn + TP-PA)	\$ 7.07	1	\$20.63	\$20.63
336	86592	RPR Qualitative (RPR, Rfx Quan RPR/Confirm TP-PA)	\$ 6.85	1	\$20.63	\$20.63
337	86762	Rubella Antibodies, IgG	\$ 23.12	4	\$11.00	\$44.00
338	87045	Salmonella/Shigella Screen	\$ 15.15	1	\$59.25	\$59.25
339	85652	Sedimentation Rate-Westergren	\$ 4.33	248	\$6.00	\$1,488.00
340	87186	Sensitivity Organism # 1	\$ 13.88	146	\$28.00	\$4,088.00
341	87186	Sensitivity Organism # 2	\$ 13.88	32	\$49.50	\$1,584.00
342	87186	Sensitivity Organism # 3	\$ 13.88	9	\$49.50	\$445.50
343	87186	Sensitivity Organism # 4	\$ 13.88	5	\$49.50	\$247.50
344	84270	Sex Hormone Binding Globul, Serum	\$ 34.90	1	\$75.00	\$75.00
345	84295	Sodium, Serum	\$ 7.47	3	\$7.00	\$21.00
346	81003	Specific Gravity, Urine	\$ 2.86	2	\$6.00	\$12.00
347	82360	Stone Analysis	\$ 20.68	7	\$81.25	\$568.75
348	87045	Stool Culture	\$ 15.15	24	\$22.00	\$528.00
350	84402, 84403	Testosterone Free, Serum (Equilibrium) w/ Total	\$ 39.05	3	\$131.25	\$393.75
351	84403	Testosterone, Total, Serum	\$ 80.52	2	\$99.00	\$198.00
352	80198	Theophylline, Serum	\$ 41.47	19	\$37.00	\$703.00
353	84443	Thyroid Cascade Profile w/o Reflex (TSH)	\$ 22.73	33	\$20.00	\$660.00
353	84443	Thyroid Cascade Profile w/o Reflex (TSH)	\$ 26.98	8	\$63.75	\$510.00
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 11 of 13 (Item # 321 – 353):						\$26,842.24

Vendor Initials: *WBR*

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Laboratory Corporation of America Holdings d/b/a LabCorp
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
354	84443, 84439, 84481, 86376	Thyroid Cascade Profile w/ Reflex	\$ 90.75	8	\$63.75	\$510.00
355	84436, 84479	Thyroid Panel/Profile	\$ 18.52	11	\$12.00	\$132.00
356	84436, 84443, 84479	Thyroid Panel/Profile w/ TSH	\$ 45.50	3	\$109.69	\$329.07
357	86376	Thyroid Peroxidase (TPO) Ab	\$ 23.38	1	\$60.75	\$60.75
358	84443	Thyroid-Stimulating Hormone (TSH)	\$ 26.98	1529	\$8.00	\$12,232.00
359	83520	Thyrotropin Receptor Ab, Serum	\$ 20.80	1	\$129.00	\$129.00
360	84436	Thyroxine (T4)	\$ 9.26	81	\$6.00	\$486.00
361	84439	Thyroxine (T4) Free, Direct, Serum	\$ 14.49	26	\$21.00	\$546.00
362	80200	Tobramycin (Nebcin®), Serum, Peak	\$ 25.88	1	\$69.00	\$69.00
363	80200	Tobramycin, (Nebcin®) Serum, Trough	\$ 25.88	1	\$69.00	\$69.00
364	80201	Topiramate (Topamax®), Serum	\$ 19.14	2	\$135.00	\$270.00
365	86777	Toxoplasma gondii Antibodies, IgG	\$ 23.12	9	\$29.00	\$261.00
366	87798	Toxoplasma gondii, PCR	\$ 41.83	1	\$484.25	\$484.25
367	86781	Treponema pallidum Ab (FTA-ABS)	\$ 21.27	7	\$28.00	\$196.00
368	86781	Treponema pallidum Ab (TP-PA)	\$ 21.27	3	\$49.00	\$147.00
369	80101	Tricyclic Antidepressants Screen, Ser	\$ 22.12	1	\$28.00	\$28.00
370	82492	Tricyclic, Serum	\$ 29.01	2	\$81.00	\$162.00
371	84480	Tri-iodothyronine (T3)	\$ 22.77	67	\$21.00	\$1,407.00
372	84481	Tri-iodothyronine (T3), Free, Serum	\$ 27.21	1	\$48.00	\$48.00
373	84479	T3 Uptake	\$ 9.26	38	\$6.00	\$228.00
374	81001	UA/M w/ Rflx Culture, Comp	\$ 5.09	30	\$7.35	\$220.50
375	81001	UA/M w/ Rflx Culture, Routine	\$ 5.09	53	\$7.35	\$389.55
376	87070	Upper Respiratory Culture, Routine	\$ 13.83	93	\$18.00	\$1,674.00
377	84520	Urea Nitrogen, Serum (Bun)	\$ 6.34	97	\$7.00	\$679.00
378	84550	Uric Acid, Serum	\$ 7.25	67	\$7.00	\$469.00
379	81001	Urinalysis, Complete w/ Mic Exam	\$ 5.09	58	\$7.35	\$426.30
380	81003	Urinalysis, Routine w/ Mic Exam +	\$ 2.86	357	\$6.00	\$2,142.00
381	87086	Urine Culture, Comprehensive	\$ 10.31	11	\$22.75	\$250.25
382	87086	Urine Culture, Routine	\$ 10.31	300	\$14.00	\$4,200.00
383	80164	Valproic Acid (Depakote®), Serum	\$ 21.76	369	\$15.00	\$5,535.00
384	80202	Vancomycin (Vancocin®), Serum Peak	\$ 21.76	8	\$69.00	\$552.00
385	80202 (x2)	Vancomycin, Serum, Peak & Trough	\$ 43.52	16	\$38.00	\$608.00
386	82570, 84585	Vanillylmandelic Acid, 24-Hr Urine	\$ 33.22	1	\$56.44	\$56.44
387	87252	Viral Culture, General	\$ 41.87	4	\$50.00	\$200.00
388	85810	Viscosity, Serum	\$ 18.76	7	\$29.00	\$203.00
389	84590	Vitamin A, Serum	\$ 18.62	1	\$68.63	\$68.63
390	82607	Vitamin B 12	\$ 19.27	7	\$20.00	\$140.00
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 12 of 13 (Item # 354 – 390)]:						\$35,607.74

Vendor Initials: 

1. To amend Exhibit A, Scope of Services, section 1.2., by deleting “The Contractor shall provide Clinical Laboratory Services for the period from 6/1/2010 through 5/31/2012” and inserting in its place the following “ The Contractor shall provide Clinical Laboratory Services for the period upon Governor and Executive Council approval through May 31, 2014.”
2. To amend Exhibit A, Scope of Services, section 1.3., by deleting the Section 1.3 in its entirety.
3. To amend Exhibit A, Scope of Services, by inserting section 22, Appropriation of Funding, “The Contractor shall agree that the funds expended for the purposes 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. To amend Exhibit A, Scope of Services, by inserting section 22.1., “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.”
5. To amend Exhibit A, Scope of Services, by inserting section 22.2., “The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.”
6. To amend the Insurance provision, section 14.1.1, of the original P-37 contract by deleting “\$2,000,000.00” per occurrence and inserting in its place “\$1,000,000.00.”
7. To amend Insurance provision, section 14, of the original P-37 contract by inserting “14.1.3 Contractor agrees to maintain Excess/Umbrella Liability coverage for the term of this contract, and for any renewals thereof, for no less than the current limits of \$3,000,000.00 for each occurrence and \$3,000,000.00 in the general aggregate.”
8. To amend the Insurance provision, section 14.3, of the original P-37 contract by changing the last sentence of the clause to: “Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.”

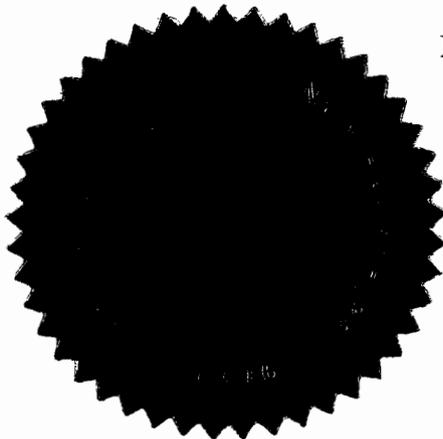
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Vendor Initials:  _____

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 a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 11, 1995. 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 22nd day of October, A.D. 2012

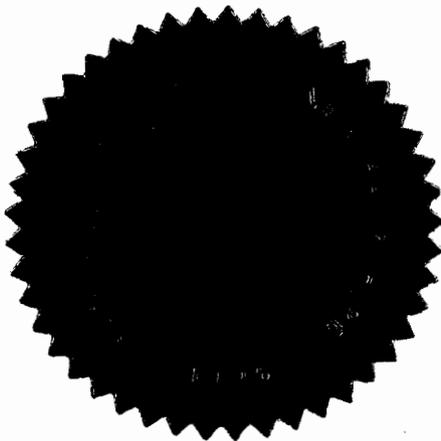
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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 22nd day of October, A.D. 2012

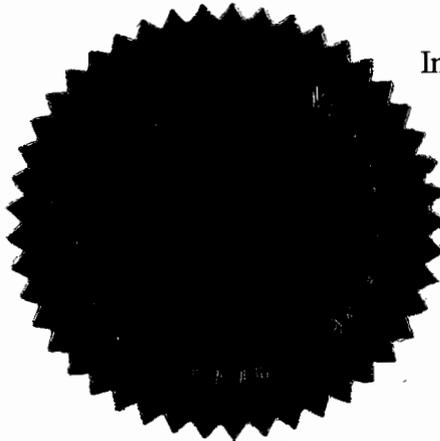
A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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 on June 7, 2004 and that Path Lab Incorporated presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of October, A.D. 2012

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

William M. Gardner
Secretary of State

January 15, 2013

This certifies that William B. (Bill) Haas, Senior Vice President, is authorized to executed contracts for and on behalf of Laboratory Corporation of America Holdings (LabCorp), including bids and contracts with governmental authorities. This authority is conferred pursuant to a resolution adopted by LabCorp's Board of Directors on September 20, 1995 and subsequently amended on February 23, 2005 ("Resolution"). I certify that said Resolution has not been altered or amended and remains in full force and effect as of this date.

The signing authority for William Haas was made effective on January 3, 2011, and it has not been amended or revoked and remains in full force and effect as of today and as of the contract date of October 9, 2012.

If you have any question, please contact Don Von Hagen at (336)436-5028.

LABORATORY CORPORATION OF AMERICA HOLDINGS

Sandra D. van der Vaart

Sandra D. van der Vaart
Senior Vice President, General Counsel and Assistant Secretary

North Carolina
Alamance County

I certify that Sandra D. van der Vaart personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal this the 16th day of January 2013.

Robin L. Wilson

Notary Public

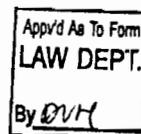
Robin L. Wilson

[print name]

My commission expires: 4-4-2015



(Official Seal)



LABORATORY CORPORATION OF AMERICA HOLDINGS

CERTIFICATE OF SECRETARY

The undersigned, F. Samuel Eberts III, certifies that he is the Secretary of **LABORATORY CORPORATION OF AMERICA HOLDINGS**, a Delaware corporation (the "Corporation"), that, as such, he is authorized to execute this certificate on behalf of the Corporation and that:

1. The resolutions attached hereto as Exhibit A were adopted by the Board of Directors of the Corporation on February 23, 2005; and
2. Said resolutions have not been modified, amended, rescinded, or revoked and are in full force and effect on the date hereof.

WITNESS the seal of the Corporation and the signature of the undersigned this 15th day of January 2013.



F. Samuel Eberts III
Secretary



EXHIBIT A

Authority to Sign Government Contracts and Bids

RESOLVED, that the President, the Chief Financial Officer, any Executive Vice President, any Senior Vice President, and Vice President, the Secretary, or Assistant Secretary, or any employee authorized in writing by any two of the President, Executive Vice President, the Chief Financial Officer, or the Secretary, be and they hereby are, authorized and empowered to execute and file all federal, state, and local governmental bids, contracts, awards, and bonds for the Corporation which may be required.



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

Telephone: 800-631-5250

October 9, 2012

Jennifer Lind
State of New Hampshire Dept of Corrections
P.O. Box 1806
Concord, NH 03302-1806

Re: HIPAA Business Associate Agreement

Dear Ms. Lind:

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, and/or the expanded HIPAA requirements under the HITECH Act of 2009 regarding breach notification for unsecured PHI.

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 164.502(e)(1)(ii)(A), the contractual provisions required for business associate relationships do not apply with respect to disclosures of PHI by a covered entity to a health care provider concerning the treatment of individuals. In addition, the Office for Civil Rights (OCR) provides guidance on its website at http://www.hhs.gov/ocr/privacy/hipaa/faq/business_associates/240.html explicitly excluding the disclosures of PHI for treatment purposes from the business associate requirements. As such, the BAA requirements under the HIPAA Privacy and Security Rules are not applicable, and the breach notification provisions of HITECH do not require execution of a BAA where such requirements are otherwise inapplicable.

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 or by e-mail at Digraza@labcorp.com.

Very truly yours,

William B. Haas
Senior Vice President

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS

LABORATORY CORPORATION OF AMERICA
69 FIRST AVE
RARITAN, NJ 08869-1810

CLIA ID NUMBER
31D0125232

EFFECTIVE DATE
02/28/2011

LABORATORY DIRECTOR
MICHAEL J MAHONEY MD

EXPIRATION DATE
02/27/2013

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

181 cert2_012911A

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	07/27/1995	ANTIBODY TRANSFUSION (520)	08/29/2008
MYCOBACTERIOLOGY (115)	07/27/1995	ANTIBODY NON-TRANSFUSION (530)	07/27/1995
MYCOLOGY (120)	07/27/1995	ANTIBODY IDENTIFICATION (540)	08/29/2008
PARASITOLOGY (130)	07/27/1995	HISTOPATHOLOGY (610)	11/16/1998
VIROLOGY (140)	07/27/1995	CYTOLOGY (630)	11/16/1998
SYPHILIS SEROLOGY (210)	07/27/1995		
GENERAL IMMUNOLOGY (220)	07/27/1995		
ROUTINE CHEMISTRY (310)	07/27/1995		
URINALYSIS (320)	07/27/1995		
ENDOCRINOLOGY (330)	07/27/1995		
TOXICOLOGY (340)	03/29/2003		
HEMATOLOGY (400)	07/27/1995		
ABO & RH GROUP (510)	07/27/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.HHS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

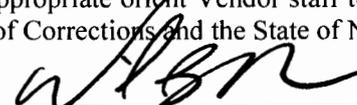
NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

- 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.

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

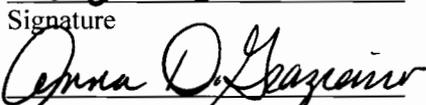
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying 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.

William B. Haas
Name


Signature

10/9/12
Date

Anna DiGraziano
Witness Name


Signature

10/9/12
Date

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.

William B. Haas
Name

Anna DiGraziano
Witness Name


Signature

10/9/12
Date


Signature

10/9/12
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.

William B. Haas
Name


Signature

10/9/12
Date

William B. Haas
Witness Name


Signature

10/9/12
Date

Anna Di Graziano
Witness Name



10/9/12



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

April 24, 2012

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

G & C

Pending _____
Approved MAY 23, 2012
Item # # 53

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to exercise the renewal option to contract (PO 1008080) with Spectra Laboratories, Inc. (VC# 208675), 525 Sycamore Drive, Milpitas, CA, by increasing the contract amount by \$408,000.00 from \$471,662.25 to \$879,662.25; for the provision of On-Site Clinical Laboratory Services, from June 1, 2012 through May 31, 2014, effective upon Governor and Executive Council approval. The original contract, Agreement, was approved by Governor and Executive Council on May 12, 2010, Item # 45. 100% General Funds

Funds are available in the following account, Medical-Dental: 02-46-46-465010-8234-101-500729, as follows with the authority to adjust encumbrances in each State Fiscal year through the Budget Office, if necessary and justified. SFY 2014 is contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement:

Account	Description	SFY 11 - 12	SFY 13	SFY 14	Total
02-46-46-465010-8234-101-500729	Medical Services	471,662.25	-	-	471,662.25

Amendment Agreement # 1:

Account	Description	SFY 12	SFY 13	SFY 14	Total
02-46-46-465010-8234-101-500729	Medical Services	17,000.00	204,000.00	187,000.00	408,000.00

Total Contract Amount		\$488,662.25	\$ 204,000.00	\$ 187,000.00	\$ 879,662.25
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EXPLANATION

The original contract, Agreement, between the NH Department of Corrections (NHDOC) and Spectra Laboratories, Inc. was approved by Governor and Executive Council on May 12, 2010, Item # 45, for the period of June 1, 2010 through May 31, 2012, with the option to renew for one (1) additional period of up to two (2) years, for the provision of on-site clinical laboratory services for the Northern NH Correctional Facility (NCF), Berlin, NH, State Prison-Men (NHSP-M), Secure Psychiatric Unit (SPU), Special Housing Unit (SHU) Concord, NH and NH State Prison-Women (NHSP-W), Goffstown, NH. 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 inmates and patients 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 disease and health conditions.

The Amendment Agreement # 1 will maintain the same contract pricing terms as the original contract Agreement with no increase to per unit rates.

Amendment Agreement # 1 shall modify the Agreement's completion date, price limitation and special provisions of the contract.

By exercising the renewal option of the original contract, Agreement, the NH Department of Corrections is extending the contract expiration date from June 1, 2012 to May 31, 2014 and increasing the estimate price limitation by \$408,000.00 from \$471,662.25 to \$879,662.25.

Respectfully Submitted,



William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and Spectra Laboratories, Inc. ("Contractor"), a Nevada Corporation.

The State and Contractor entered into an Agreement with an effective date of May 12, 2010, On-Site Clinical Laboratory Agreement 2010-45 ("Agreement").

The State and Contractor wish to amend the Agreement's completion date, price limitation, insurance and special provisions.

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Completion Date in section 1.7 of the original P-37 Contract, Agreement, by deleting "May 31, 2012" and inserting in its place "May 31, 2014";
2. To amend the Price Limitation in section 1.8 of the original P-37 Contract, Agreement, by deleting "\$471,662.25" and inserting in its place "\$879,662.25," a total increase of \$408,000.00;
3. To amend the Insurance provision, section 14.1.1, of the original P-37 contract by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00";
4. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions";
5. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
6. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

2012 TO 2014 0322 210430

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: On-Site Clinical Laboratory Services Agreement 2010-45.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: William L. Wren
Name: William L. Wren
Title: Commissioner
Date:

SPECTRA LABORATORIES, INC.

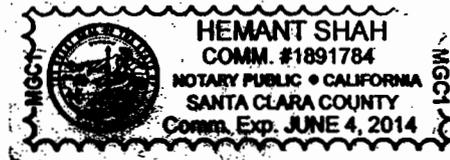
By: Curtis Johnson
Name: Curtis Johnson
Title: General Manager and Vice President of Operations
Date: 19 April 2012

STATE OF California
COUNTY OF Santa Clara

On this 19th day of April 2012, before me, Hemant Shah, the undersigned officer, personally appeared Curtis Johnson known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

Hemant Shah
Notary Public/Justice of the Peace



My Commission Expires: 6-4-2014

Kirk Brown, SAAC
Approval by N.H. Attorney General
(Form, Substance and Execution)

4/2/12
Date

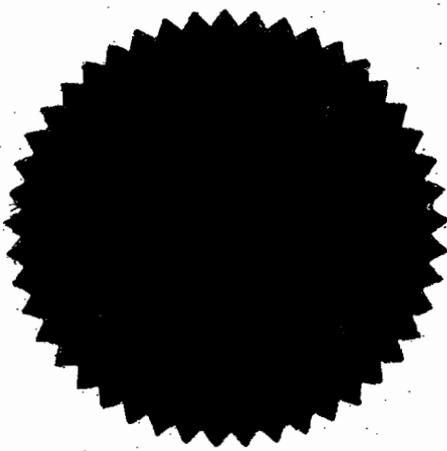
[Signature]
Approved by the N.H. Governor and Executive Council
DEPUTY SECRETARY OF STATE

MAY 23 2012
Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Spectra Laboratories, Inc., a(n) Nevada corporation, is authorized to transact business in New Hampshire and qualified on January 19, 2010. 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 3rd day of April, A.D. 2012

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation without Notary Seal)

I, Stephanie Paxton, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Spectra Laboratories, Inc.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 19 April 2012.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of on-site clinical laboratory services.

RESOLVED: That the General Manager and Vice President of Operations
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 19 April 2012.
(Today's date)

4. Curtis Johnson (is/are) the duly elected General Manager and Vice President of Operations
(Name of one who signed contract) (Title of one who signed the contract)
of the Corporation.

Stephanie Paxton
Signature of the Clerk of the Corporation

STATE of California

COUNTY of Santa Clara

The foregoing instrument was acknowledged before me this 19th day of April, 2012, by Stephanie Paxton
(Name of person signing above)



Hemant Shah
Notary Public / Justice of the Peace

Commission Expires: 6-4-2014



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED FRESENIUS MEDICAL CARE HOLDINGS, INC. AND THEIR SUBSIDIARIES AND DIVISIONS 920 WINTER STREET WALTHAM, MA 02451-1457	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

PROFESSIONAL LIABILITY
 CONTINENTAL CASUALTY COMPANY
 POLICY NUMBER: CCP 2095784383 (Canada)
 POLICY PERIOD: 10/1/2012 - 10/1/2013
 LIMITS:
 PER OCCURRENCE \$1,000,000
 AGGREGATE \$3,000,000

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

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

PRODUCER *MARSH USA, INC. 601 MERRITT 7 NORWALK, CT 06856-6010 Attn: Healthcare.AccountsCSS@marsh.com/Fax: 212 948-1307		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
347600-ALL-ALL-11-12 HOLD N/A GWP		INSURER(S) AFFORDING COVERAGE			
INSURED FRESENIUS MEDICAL CARE HOLDINGS, INC. AND THEIR SUBSIDIARIES AND DIVISIONS 920 WINTER STREET WALTHAM, MA 02451-1457		INSURER A: Continental Casualty Company		NAIC # 20443	
		INSURER B: American Casualty Company Of Reading, Pa		20427	
		INSURER C: Transportation Insurance Co		20494	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** NYC-006365267-12 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CCP 2095784352 (US)	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CCP 2095784366 (PR)	10/01/2011	10/01/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CCP 2095784383 (Canada)	10/01/2011	10/01/2012	MED EXP (Any one person) \$ N/A
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 295784304 (AOS)	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC 295784318 (CA)	10/01/2011	10/01/2012	E.L. EACH ACCIDENT \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 295784321 (OR, WI)	10/01/2011	10/01/2012	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	PROFESSIONAL LIABILITY		CCP 2095784352 (US)	10/01/2011	10/01/2012	PER OCCURRENCE 1,000,000
A			CCP 2095784366 (PR)	10/01/2011	10/01/2012	AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: EVIDENCE OF COVERAGE FOR SPECTRA LABORATORIES, INC. TO THE NH DEPARTMENT OF CORRECTIONS FOR ON-SITE CLINICAL LABORATORY SERVICES.

CERTIFICATE HOLDER NH DEPARTMENT OF CORRECTIONS P.O. BOX 1806 CONCORD, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John Laprey
---	--



April 19, 2012

Ms. Jennifer Lind, Contract/Grant Administrator
State of New Hampshire
Department of Corrections
Division of Administration
P.O. Box 1806
Concord, NH 03302-1806

Ms. Lind:

Spectra Laboratories, Inc., dba Spectra Diagnostics, LLC (Spectra), hereby attests its intent to provide services to the New Hampshire Department of Corrections through May 31, 2014, for Amendment Agreement #1 signed by Spectra on 19 April 2012, under the same Terms and Conditions of contract On-Site Clinical Laboratory Agreement 2010-45, with an effective date of May 10, 2010.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis Johnson", with a horizontal line extending to the right.

Curtis Johnson
General Manager & Vice President of Operations
Spectra Laboratories, Inc.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

William L. Wrenn
Commissioner

Bob Mullen
Director

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2364

April 21, 2010

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

G & C
Pending _____
Approved 5-12-10
Item # #45

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Spectra Laboratories, Inc. (VC # 208675), 525 Sycamore Drive, Milpitas, CA 95035 in the amount of \$471,662.25 to provide On-Site Clinical Laboratory Services for the NH Department of Corrections beginning June 1, 2010 through May 31, 2012 with the option to renew for one (1) additional period of up to two (2) years subject to Governor and Executive Council approval. 100% General Funds

Funding for this contract is available in account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2012 is contingent upon the availability and continued appropriation of funds.

Spectra Laboratories, Inc.				
Account	Description	SFY 2010	SFY 2011	SFY 2012
02-46-46-465010-8234-101-500729	Medical and Dental	\$58,957.78	\$235,831.13	\$176,873.34
Total Contract Amount:				\$471,662.25

EXPLANATION

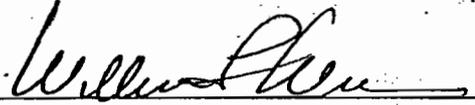
This contract is for the provision of On-Site Laboratory Services for inmates for the Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Special Housing Unit (SHU) Concord, NH and the NH State Prison for Women (NHSP-W), Goffstown, NH. Clinical 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 inmates and patients 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.

The New Hampshire Department of Corrections issued a request for proposal (RFP) for the provision of On-Site Clinical Laboratory Services. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for six (6) consecutive weeks and notified twenty-seven (27) potential

vendors of the RFP posting. As a result of the issuance of the RFP, four (4) potential vendors responded by submitting a proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract to Spectra Laboratories, Inc.

This RFP was scored utilizing a consensus methodology by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Robert MacLeod, DHA, Administrative Director, Division of Medical/Forensic Services, Helen Hanks, MM, Deputy Director, Division of Medical/Forensic Services and Joyce Lecka, RHIA, Medical Operations Administrator, Division of Medical/Forensic Services.

Respectfully Submitted,



William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

On-Site Clinical Laboratory Services
RFP Bid Evaluation and Summary
NHDOC 10-05-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 respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Estimated Cost/Pricing – 70 points
 - b. Ability to Provide Services – 15 points
 - c. Capability, Skill and Financial Stability – 10 points
 - d. References – 5 points
- 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 30 of NHDOC 10-05-GFMED RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Ability to Provide Services, Capability, Skill and Financial Stability and References are acceptable to the Department.

Evaluation Team Members:

- a. Robert MacLeod, Director Medical/Forensic Services, NH Department of Corrections
- b. Helen Hanks, Deputy Director Medical/Forensic Services, NH Department of Corrections
- c. Joyce Leeka, Medical Operations Administrator, Medical/Forensic Services, NH Department of Corrections

RFP-NHDOC 10-05-GFMED Respondents:

Contract Term: June 1, 2010 – May 31, 2012		
BioReference Laboratories, Inc.	481 Edward H. Ross Dr, Elmwood, Park, NJ 07407	\$686,265.03
Elliot Hospital	One Elliot Way, Manchester, NH 03103	\$879,352.81
Lab Corp of American Holdings, Inc.	69 First Avenue, Raritan, NJ 08869	\$659,430.93
Spectra Laboratories, Inc.	525 Sycamore Drive, Milpitas, CA 95035	\$471,662.25

Contract Award: Spectra Laboratories, Inc.



**STATE OF NEW HAMPSHIRE
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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**On-Site Clinical Laboratory Services
RFP Scoring Matrix
NHDOC 10-05-GFMED**

Respondents:

- BioReference Laboratories, Inc., 481 Edward H. Ross Drive, Elmwood Park, NJ 07407
- Elliot Hospital, One Elliot Way, Manchester, NH 03103
- Laboratory Corporation of American Holdings, Inc., 69 First Avenue, Raritan, NJ 08869
- Spectra Laboratories, Inc. 525 Sycamore Drive, Milpitas, CA 95035

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 cost-effective manner.
 1. Cost – 70 points
 2. Ability to provide services – 15 points
 - a. Immediate availability (7.5 points)
 - b. Credentials and correctional experience (7.5 points)
 3. Capability, Skill and Financial Stability – 10 points
 - a. Experience (5 points)
 - b. Capability and skill (5 points)
 - c. Evidence of organizational resources (5 points)
 4. References – 5 points

RFP Evaluation Criteria	RFP Point Value	BioReference Laboratories, Inc.	Elliot Hospital	Laboratory Corporation of American Holdings, Inc.	Spectra Laboratories, Inc.
Cost	70 points	48	38	50	70
Ability to Provide Services	15 points	13	8.75	14	15
Capability, Skill and Financial Stability	10 points	10	10	10	10
References	5 points	5	5	5	5
Total Score	100 points	76	61.75	79	100

Contract Award: Spectra Laboratories, Inc.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**On-Site Clinical Laboratory Services
RFP Evaluation Committee Member Qualifications
NHDOC 10-05-GFMED**

Robert MacLeod, DHA, Division Director, Medical/Forensic Services:

Dr. MacLeod has served as Division Director since 2002. He has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Helen Hanks, MM, Deputy Division Director, Medical/Forensic Services:

Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NHDOC. She has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

Joyce Leeka, RHIA, Medical Operations Administrator, Medical/Forensic Services:

Ms. Leeka has served as the HIM Administrator since 1989. Ms. Leeka currently researches and drafts RFP's for the division with guidance from her supervisors. She has broad and specific knowledge of the correctional mental health system, Laaman and Holiday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
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William L. Wrenn
Commissioner

Bob Mullen
Director

On-Site Clinical Laboratory Services
Bidders List
NHDOC 10-05-GFMED

Alice Peck Day Memorial Hospital
Evalie Crosby, VP Finance
125 Mascoma Street
Lebanon, NH 03766
603-448-3121, ext 7453

Androscoggin Valley Hospital
Russell Keene, CEO
59 Page Hill Road
Berlin, NH 03570
603-752-5601
Russell.keene@avhnh.org

Bio-Reference Laboratories, Inc.
Warren Erdmann, Senior Vice President/Director of Operations
481B Edward H. Ross Drive
Elmwood Park, NJ 07407
201-791-2600
WErdmann@bioreference.com

Catholic Medical Center
Scott Colby, Director of Managed Care
100 McGregor Street
Manchester, NH 03102
603-663-6383
scolby@cmc-nh.org

Cheshire Medical Center
Jill Batty, Sr. Vice President/Finance
580 Court Street
Keene, NH 03431
603-354-5406
jbatty@cheshire-med.com

**On-Site Clinical Laboratory Services
Bidders List
NHDOC 10-05-GFMED**

Concord Hospital
Scott Sloane, VP Finance
250 Pleasant Street
Concord, NH 03301
603-230-6059
ssloane@crhc.org

Cottage Hospital
Steven Plant, Chief Financial Officer
90 Swiftwater Road
PO Box 2001
Woodsville, NH 03785
603-747-9146

Dartmouth-Hitchcock Medical Center
Peter Johnson, Chief Officer, Information Services & Contracting
One Medical Center Drive
Lebanon, NH 03756
603-650-8811
paj@hitchcock.org

Elliot Hospital
Barry Fish, Laboratory Director
One Elliot Way
Manchester, NH 03103
603-663-2544
bfish@elliott-hs.org

Exeter Hospital
Glenn Klink, Vice President, Reimbursement, Contracting & Government
5 Alumni Drive
Exeter, NH 03833
603-778-7311
gklink@ehr.org

Franklin Regional Hospital/Lakes Region General Hospital
Andrew Patterson, VP Provider relations and Contracting
15 Aiken Avenue
Franklin, NH 03235
603-527-2727

Frisbie Memorial Hospital
John Marzinzik, Vice President, Finance
11 Whitehall Road
Rochester, NH 03867
j.marzinzik@fmhospital.com

**On-Site Clinical Laboratory Services
Bidders List
NHDOC 10-05-GFMED**

Huggins Hospital
Ernest Enck, Chief Financial Officer
240 South Main Street
Wolfeboro, NH 03894
603-569-7500, Ext. 7510

Laboratory Corporation of America Holdings, Inc.
Frank Schiumo, RMBD
Rebecca Clifford, Contracts
69 First Avenue
Raritan, NJ 08869
203-623-5592, Schiumf@labcorp.com
908-526-2400, Ext 2635, Cliffor@labcorp.com

Littleton Regional Hospital
Robert Fotter, Chief Financial Officer
600 Saint Johnsbury Road
Littleton, NH 03561
603-444-9000, Ext. 9504
bfotter@littletonhospital.org
pwright@littletonhospital.org

Memorial Hospital
John Newton, Assistant Director/Financial & Support Services
3073 White Mountain Highway
North Conway, NH 03860
603-356-5461, Ext. 143

Monadnock Community Hospital
Richard Scheinblum, Chief Financial Officer
452 Old Street Road
Peterborough, NH 03458
603-924-7191, Ext. 1738
Richard.scheinblum@mchmail.org

New London Hospital
Tina Naimie, CPA, MSA, Chief Financial Officer
273 County Road
New London, NH 03257
603-526-2911, Ext. 5339
Tina.naimie@newlondonhospital.org

Parkland Medical Center
Jeff Scionti, Chief Operating Officer
One Parkland Drive
Derry, NH 03038
603-432-1500, Ext. 2102

Portsmouth Regional Hospital
David McClung, Chief Financial Officer
333 Borthwick Avenue
Portsmouth, NH 03801
603-436-5110, Ext. 4010

**On-Site Clinical Laboratory Services
Bidders List
NHDOC 10-05-GFMED**

Quest Diagnostics
James P. Nicolosi, Sales Representative
415 Massachusetts Avenue
Cambridge, MA 02139
617-547-8900
James.p.nicolosi@questdiagnostics.com

Saint Joseph Hospital
James McKenna, VP Ambulatory Services
172 Kinsley Street
Nashua, NH 03061
603-882-3000
jmckenna@sjnh.org

Southern New Hampshire Medical Center
Michael Rose, Chief Operation Officer
8 Prospect Street
Nashua, NH 03060
603-577-2004
Michael.rose@snhmc.org

Speare Memorial Hospital
Richard Werkowski, Interim Chief Financial Officer
16 Hospital Road
Plymouth, NH 03264
603-536-1120, Ext. 218
rwerkowski@spearehospital.com

Spectra Diagnostics/Spectra Laboratories, Inc.
Thomas Ruck, National Sales Director
11660 Church Street, #279
Rancho Cucamonga, CA 91730
909-481-9955
Thomas.Ruck@fmc-na.com

Upper Connecticut Valley Hospital
Charlie White, chief Financial Officer
181 Corliss Lane
Colebrook, NH 03576
603-388-4110
cwhite@ucvh.org

Valley Regional Hospital
Steve Monette, Vice President, Finance
243 Elm Street
Claremont, NH 03743
603-542-1852
Steven.monette@vrh.org

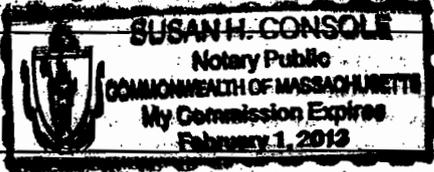
Subject: On-Site Clinical Laboratory Services

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 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Spectra Laboratories, Inc.		1.4 Contractor Address 525 Sycamore Drive, Milpitas, CA 95035	
1.5 Contractor Phone Number 781-699-9243	1.6 Account Number 02-46-46-465010-8234 101-500728	1.7 Completion Date May 31, 2012	1.8 Price Limitation \$471,662.25
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature <i>Arch B. E.</i>		1.12 Name and Title of Contractor Signatory Andrew B. Eisman, Executive Dir of Business Development	
1.13 Acknowledgement: State of <u>Mass.</u> , County of <u>Middlesex</u> On <u>Apr. 12, 2010</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 <i>Susan H. Console</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Susan H. Console, Notary Public</i>			
1.14 State Agency Signature <i>William L. Wrenn</i>		1.15 Name and Title of State Agency Signatory William L. Wrenn, 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) By: <i>Mark B. ...</i> On: <i>4/20/10</i>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> DEPUTY SECRETARY OF STATE MAY 12 2010			

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

1. NH Department of Corrections Specialty Laboratory Panels:

1.1. Drug Screen 10:

Barbiturates
Benzodiazepine Metabolites
Cocaine and Metabolite
MDMA
Methadone and Metabolite
Methamphetamines
Morphine-Amphetamines
PCP
Tetrahydrocannabinol (THC)
Tricyclic Antidepressants

2.1. Drug Screen 11:

Alcohol
Amphetamines
Barbiturates
Benzodiazepine Metabolites
Cocaine and Metabolite
Methaqualone and Metabolite
Methadone and Metabolite
Opiates
Phencyclidine
Proxyphe and Metabolite
Tetrahydrocannabinol (THC)

3.1. Drug Screen 14:

Barbiturates
Benzodiazepine Metabolites
Buprenorphine
Cocaine and Metabolite
MDMA
Methamphetamines
Methadone and Metabolite
Opiates
Oxycodone
PCP
Proxyphe-Amphetamines
Tetrahydrocannabinol (THC)
Tricyclic Antidepressants
Vicodin/Hydrocodone

Vendor Initials: 

1. NH Department of Corrections Specialty Laboratory Panels Continued:

4.1. Hepatitis Panel, Acute (4)

Hep C Ab
Hep A Ab, IgM
Hep B Core Ab, IgM
Hep B Surface Ag

5.1. Admission Panel 1 (Males age 49 or less, all females)

Comprehensive Metabolic Panel (CMP) 14, Lipid Panel (LP), RPR

6.1. Admission Panel 2 (Males age 50 and older)

Comprehensive Metabolic Panel (CMP) 14, Lipid Panel (LP), RPR, PSA

7.1. Admission Panel 3

Comprehensive Metabolic Panel (CMP) 14, Thyroid Panel (TP), CBC w/ Diff, Platelet (Plt) RPR

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Vendor Initials: 

1. Method of Payment:

- 1.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 1.2. Invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, and Attn: Medical Operations Administrator, PO Box 1806, Concord, NH 03302-1806 for approval.
- 1.3. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 1.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendor'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.
- 1.5. 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:
 - 1.5.1. invoice date and number;
 - 1.5.2. facility name and associated Contractor account number (if applicable) representing facility name;
 - 1.5.3. quantity, description and inmate name associated with services rendered;
 - 1.5.4. itemized service/product total charge per service/product type.
- 1.6. 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.
- 1.7. Any related service and/or product charges shall be at the expense of the Vendor to include but not limited to:
 - 1.7.1. delivery of incorrect equipment/supplies requested/ordered by the NHDOC;
 - 1.7.2. shipping and handling charges;
 - 1.7.3. gasoline charges;
 - 1.7.4. any related travel expenses for Vendor's personnel to facilities.
- 1.8. Exhibit B-1, Fee Schedule shall remain in full force for the duration of this agreement.

2. Fee Structure for Clinical Laboratory Services:

- 2.1. The Fee Structure for Clinical Laboratory Services shall include:
 - 2.1.1. laboratory tests (cumulative total of the estimated volume of each laboratory test multiplied by the Vendor's unit cost of each laboratory test);
 - 2.1.2. on-site Phlebotomist services (training and collection time of samples/specimens) shall be inclusive of the Vendor's unit cost of each laboratory test.
- 2.2. The NH Department of Corrections is seeking the best rates available with regard to Laboratory costs. The 2009 CMS Laboratory Fee Schedule, Medicare plus 10% is our basis for comparison with regard to proposed Vendor costs in assessing the Total Estimated Cost in the Scoring Criteria.

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Vendor Initials 

3. Clinical Laboratory Fee Schedule:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
1	86900	ABO Grouping and Rho(D) Typing	\$ 4.79	7	\$ 4.79	\$ 33.53
2	86901	Rh (D)	\$ 4.79	7	\$ 4.44	\$ 31.22
3	86903	Antigen Screening, Reagent Serum per Unit	\$ 15.16	7	\$ 15.16	\$ 106.12
4	86904	Antigen Screening using patient Serum, per Unit	\$ 15.27	7	\$ 15.27	\$ 106.89
5	86905	RBC Antigen other than ABO or Rh (D), each	\$ 4.35	7	\$ 4.35	\$ 30.45
6	86906	Rh Phenotyping, complete	\$ 12.44	7	\$ 12.44	\$ 87.08
7	82003	Acetaminophen (Tylenol®), Serum	\$ 32.51	2	\$ 32.51	\$ 65.02
8	83519	AChR Blocking Antibodies, Serum	\$ 21.70	1	\$ 21.70	\$ 21.70
9	82024	ACTH, Plasma	\$ 62.04	3	\$ 62.04	\$ 186.12
10	83516	Actin (Smooth Muscle) Antibody	\$ 18.40	10	\$ 18.40	\$ 184.00
11	87070	Aerobic Bacterial Culture, General	\$ 13.83	222	\$ 24.99	\$ 5547.78
12	87116	AFB Broth-Based Culture & Smear	\$ 17.36	3	\$ 17.36	\$ 52.08
13	82105	AFP, Serum, Open Spina Bifida	\$ 26.94	1	\$ 26.94	\$ 26.94
14	82105	AFP, Serum, Tumor Marker	\$ 26.94	102	\$ 26.94	\$ 2747.88
15	82105	AFP, Serum, Tumor Marker (Serial)	\$ 26.94	1	\$ 26.94	\$ 26.94
16	82135	ALA Delta, Random Urine	\$ 22.44	2	\$ 22.44	\$ 44.88
17	82085	Aldolase	\$ 15.59	1	\$ 14.17	\$ 14.17
18	82088	Aldosterone, Serum	\$ 65.45	6	\$ 64.45	\$ 392.70
19	84075	Alkaline Phosphatase, Serum	\$ 8.32	2	\$ 7.25	\$ 14.50
20	86003 (x 9), 86005	Allergen Profile, Basic Food Profile: Beef; Chocolate; Corn; Whole Egg; Fish/Shell Mix; Cow Milk; Peanut; Pork; Soybean; Wheat; Qualitative, Multiallergen Screen	\$ 88.22	2	\$ 75.42	\$ 150.84
21	82103	Alpha-1-Antitrypsin, Serum	\$ 21.57	4	\$ 21.57	\$ 86.28
22	84460	ALT/SGPT	\$ 8.50	376	\$ 7.25	\$ 2726.00
23	80152	Amitriptyline (Elavil®), Serum	\$ 28.75	11	\$ 28.75	\$ 316.25
24	82140	Ammonia, Plasma	\$ 23.41	90	\$ 23.71	\$ 2106.90
25	82150	Amylase, Serum	\$ 10.41	108	\$ 7.95	\$ 858.60
26	80100	Anabolic Steroids	\$ 23.35	2	\$ 23.35	\$ 46.70
27	87070	Aerobic Culture	\$ 13.83	4	\$ 26.99	\$ 103.96
28	87075	Anaerobic Culture	\$ 15.19	4	\$ 26.99	\$ 103.96
29	82164	Angiotensin-Converting Enzyme	\$ 23.44	7	\$ 23.44	\$ 164.08
30	86147 (x3)	Anticardiolipin (ACA) Ab, IgG, IgM, IgA, Quant	\$ 66.24	1	\$ 66.24	\$ 66.24
31	86147	Anticardiolipin (ACA) Ab, IgG Quant	\$ 22.08	2	\$ 22.08	\$ 44.16
32	86225	Anti-dsDNA Antibodies	\$ 22.07	2	\$ 22.07	\$ 44.14
33	86038	Antinuclear Antibodies (ANA) Direct	\$ 19.42	106	\$ 10.35	\$ 1097.10
34	85300	Antithrombin Activity	\$ 19.03	2	\$ 19.03	\$ 38.06
35	82542	Aripiprazole	\$ 29.01	1	\$ 29.01	\$ 29.01
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 1 of 13 (Item # 1 - 35)]:						\$ 17,702.25

Vendor Initials: AP

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
36	84450	Aspartate Aminotransferase (AST/SGOT)	\$ 8.31	18	\$ 7.25	\$ 130.50
37	82205	Barbiturates (GC/MS), Blood	\$ 18.39	1	\$ 18.39	\$ 18.39
38	83880	B-Type Natriuretic Peptide	\$ 54.52	1	\$ 54.52	\$ 54.52
39	80154	Benzodiazepine Confirmation, Urine	\$ 29.70	1	\$ 29.70	\$ 29.70
40	87081	Beta-Hemolytic Strep Culture, Grp A	\$ 9.26	99	\$ 9.26	\$ 916.74
41	82232	B-2 Microglobulin, Serum	\$ 25.98	6	\$ 25.98	\$ 155.88
42	82232	B-2 Microglobulin, Serum (Serial)	\$ 25.98	1	\$ 25.98	\$ 25.98
43	82248	Bilirubin, Direct	\$ 8.06	1	\$ 7.25	\$ 7.25
44	82247	Bilirubin, Total	\$ 8.06	3	\$ 7.25	\$ 21.75
45	86003	Black Bean, IgE	\$ 8.38	1	\$ 8.38	\$ 8.38
46	87040	Blood Culture, Routine	\$ 16.58	4	\$ 15.95	\$ 63.80
47	87070	Body Fluid Culture, Sterile, Routine	\$ 13.83	2	\$ 15.95	\$ 31.90
48	83970	Parathyroid Hormone (PTH)	\$ 66.30	2	\$ 60.30	\$ 120.60
49	82652	Calcitriol (1, 25 di-OH Vitamin D)	\$ 61.82	2	\$ 61.82	\$ 123.64
50	82330	Calcium, Ionized, Serum	\$ 21.95	2	\$ 19.95	\$ 39.90
51	82310	Calcium, Serum	\$ 8.28	18	\$ 7.25	\$ 130.50
52	82340	Calcium, 24-Hr Urine	\$ 9.69	1	\$ 8.25	\$ 8.25
53	82360	Calculi, Urinary	\$ 20.68	6	\$ 20.68	\$ 124.08
54	82360	Calculi, Urinary, w/ Photograph	\$ 20.68	2	\$ 20.68	\$ 41.36
55	86304	Cancer Antigen (CA) 125, Serum	\$ 33.42	3	\$ 33.42	\$ 100.26
56	80156	Carbamazepine (Tegretol®), Serum	\$ 23.39	99	\$ 15.95	\$ 1579.05
57	86301	Carbohydrate Antigen 19-9	\$ 33.42	3	\$ 33.42	\$ 100.26
58	82378	Carcinoembryonic Antigen (CEA)	\$ 30.47	7	\$ 30.47	\$ 213.29
59	82380	Carotene, Beta	\$ 14.82	5	\$ 14.82	\$ 74.10
60	84681	C-Peptide, Serum	\$ 33.42	1	\$ 33.42	\$ 33.42
61	86141	C-Reactive Protein (CRP), Cardiac	\$ 20.80	7	\$ 20.80	\$ 145.60
62	86140	C-Reactive Protein (CRP), Quant	\$ 8.32	185	\$ 7.25	\$ 1341.25
63	85025	CBC w/ Differential/Platelet	\$ 12.49	2680	\$ 9.00	\$ 24120.00
64	85014	CBC w/ Differential w/o Platelet	\$ 3.81	15	\$ 3.81	\$ 57.15
65	85014	CBC w/o Differential/Platelet	\$ 3.81	5	\$ 3.81	\$ 19.05
66	85027	CBC w/o Differential w/ Platelet	\$ 10.40	5	\$ 9.00	\$ 45.00
67	86200	CCP IgG Antibodies, ELISA	\$ 20.80	4	\$ 20.80	\$ 83.20
68	86360	CD4 and CD8 Absolute Count, w/ Ratio	\$ 22.08	1	\$ 22.08	\$ 22.08
69	89051	Cell Count, Body Fluid	\$ 8.84	3	\$ 8.84	\$ 26.52
70	82390	Ceruloplasmin	\$ 17.25	4	\$ 17.25	\$ 69.00
71	87491, 87591	Chlamydia/Gonococcus Amplified	\$ 83.66	116	\$ 60.50	\$ 7018.00
72	87490, 87590	Chlamydia/Gonococcus, DNA Probe	\$ 64.42	123	\$ 60.50	\$ 7441.50
73	87490, 87590	Chlamydia/GC, DNA Probe w/ Conf	\$ 64.42	8	\$ 60.50	\$ 484.00
74	87270	Chlamydia trachomatis, DFA	\$ 18.40	1	\$ 18.40	\$ 18.40
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 2 of 13 (Item # 36 - 74)]:						\$ 46401.57

Vendor Initials: APL

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
75	87491	Chlamydia trachomatis, NAA	\$ 41.83	16	\$ 41.83	\$ 669.28
76	82465	Cholesterol, Total	\$ 7.00	1	\$ 7.00	\$ 7.00
77	82507	Citric Acid (Citrate), 24-Hr Urine	\$ 34.05	1	\$ 34.05	\$ 34.05
78	87324	Clostridium difficile Toxin A+B, EIA	\$ 18.40	58	\$ 18.40	\$ 1067.20
79	87230	Clostridium difficile Toxin B Cytotox	\$ 31.38	1	\$ 31.38	\$ 31.38
80	80154	Clozapine (Clozaril®), Serum	\$ 29.70	9	\$ 29.70	\$ 267.30
81	86880	Coombs', Direct	\$ 8.62	1	\$ 8.62	\$ 8.62
82	82525	Copper, Serum or Plasma	\$ 19.93	1	\$ 19.93	\$ 19.93
83	82533	Cortisol	\$ 26.19	33	\$ 26.19	\$ 864.27
84	82533	Cortisol - AM	\$ 26.19	1	\$ 26.19	\$ 26.19
85	82550	Creatine Kinase (CK), Total, Serum	\$ 10.46	115	\$ 7.13	\$ 879.45
86	82570	Creatine, 24-Hr Urine	\$ 7.44	1	\$ 7.20	\$ 7.20
87	82575	Creatinine Clearance w/ Body Surface Area Normalization	\$ 15.17	11	\$ 13.17	\$ 144.87
88	82565	Creatinine, Serum (Blood)	\$ 8.23	110	\$ 7.25	\$ 797.50
89	82570, 81000	Creatinine Urine + Protein Urine	\$ 12.49	1	\$ 12.49	\$ 12.49
90	82595	Cryoglobulin, QI, Serum	\$ 10.40	4	\$ 10.40	\$ 41.60
91	82595	Cryoglobulin, QI, Serum w/ Qnt Rflx	\$ 10.40	6	\$ 10.40	\$ 62.40
92	89060	Crystal Exam, Miscellaneous Fluid	\$ 11.48	3	\$ 11.48	\$ 34.44
93	86644	Cytomegalovirus Antibodies, IgG	\$ 23.12	8	\$ 23.12	\$ 184.96
94	82627	Dehydroepiandrosterone Sulfate	\$ 35.71	2	\$ 35.71	\$ 71.42
95	80160	Desipramine, Serum	\$ 27.64	4	\$ 27.64	\$ 110.56
96	80154	Diazepam (Valium®), Serum	\$ 29.70	1	\$ 29.70	\$ 29.70
97	80162	Digoxin, Serum	\$ 21.33	8	\$ 21.33	\$ 170.64
98	85613	Dilute Russell Viper Venom Time	\$ 15.37	1	\$ 15.37	\$ 15.37
99	80166	Doxepin (Sinequan®), Serum	\$ 24.90	1	\$ 24.90	\$ 24.90
100	85613	dRVVT Mix	\$ 15.37	1	\$ 15.37	\$ 15.37
101	85613	dRVVT Confirm	\$ 15.37	1	\$ 15.37	\$ 15.37
102	80101 (x7)	Drug Profile, Blood (7 Drugs): Amphetamines; Barbiturates; Benzodiazepines; Cannabinoids; Cocaine; Opiates, Phencyclidine	\$ 154.84	1	\$ 20.70	\$ 20.70
103	80101 (x8)	Drug Profile, Urine (7 Drugs + Alcohol): Amphetamines; Barbiturates; Benzodiazepines; Cannabinoids; cocaine; Opiates; Phencyclidine; Alcohol.	\$ 176.96	1	\$ 20.70	\$ 20.70
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 3 of 13 (Item # 75 - 103)]:						\$ 6695.61

Vendor Initials: AB

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
104	80101 (x7)	Drug Profile Routine, Urine (7 Drug): Amphetamines; Barbiturates; Benzodiazepines; Cannabinoids; Cocaine; Opiates; Phencyclidine (GC/MS Confirm w/ + Charge)	\$ 154.84	1	\$ 20.75	\$ 20.75
105	80101 (x7)	Drug Profile Routine, Urine (7 Drug): Amphetamines; Barbiturates; Benzodiazepines; Cannabinoids; Cocaine; Opiates, Phencyclidine (GC/MS included)	\$ 154.84	2	\$ 20.75	\$ 41.00
106	80051	Electrolyte Panel	\$ 11.26	39	\$ 5.00	\$ 214.50
107	82668	Erythropoietin (EPO), Serum	\$ 30.20	1	\$ 30.20	\$ 30.20
108	82670	Estradiol	\$ 44.88	1	\$ 44.88	\$ 44.88
109	83891, 83894, 83898 (x2), 83912	Factor V Leiden Mutation Analysis	\$ 33.33	3	\$ 33.33	\$ 99.99
110	83892	Factor II, DNA Analysis	\$ 6.44	1	\$ 6.44	\$ 6.44
111	82728	Ferritin, Serum	\$ 21.88	588	\$ 14.92	\$ 8773.94
112	85384	Fibrinogen Activity	\$ 13.64	1	\$ 13.64	\$ 13.64
113	82746	Folate (Folic Acid)	\$ 23.62	1	\$ 23.62	\$ 23.62
114	83001	FSH, Serum	\$ 29.85	7	\$ 29.85	\$ 208.95
115	83002	LH	\$ 29.74	19	\$ 29.74	\$ 565.06
116	87101, 87206	Fungus Culture w/ Stain	\$ 21.01	3	\$ 21.01	\$ 63.03
117	87101	Fungus (Mycology) Culture	\$ 12.39	1	\$ 12.39	\$ 12.39
118	86003	F002 Milk (Cow)	\$ 8.38	4	\$ 8.38	\$ 33.52
119	86003	F003 Codfish	\$ 8.38	2	\$ 8.38	\$ 16.76
120	86003	F006 Barley, Whole Grain	\$ 8.38	1	\$ 8.38	\$ 8.38
121	86003	F011 Buckwheat	\$ 8.38	1	\$ 8.38	\$ 8.38
122	86003	F013 Peanut	\$ 8.38	4	\$ 8.38	\$ 33.52
123	86003	F014 Soybean	\$ 8.38	2	\$ 8.38	\$ 16.76
124	86003	F015 White Bean	\$ 8.38	1	\$ 8.38	\$ 8.38
125	86003	F020 Almond	\$ 8.38	1	\$ 8.38	\$ 8.38
126	86003	F021 Cane Sugar	\$ 8.38	1	\$ 8.38	\$ 8.38
127	86003	F024 Shrimp	\$ 8.38	1	\$ 8.38	\$ 8.38
128	86003	F026 Pork	\$ 8.38	1	\$ 8.38	\$ 8.38
129	86003	F027 Beef	\$ 8.38	1	\$ 8.38	\$ 8.38
130	86003	F033 Orange	\$ 8.38	1	\$ 8.38	\$ 8.38
131	86003	F040 Tuna	\$ 8.38	5	\$ 8.38	\$ 41.90
132	86003	F041 Salmon	\$ 8.38	1	\$ 8.38	\$ 8.38
133	86003	F042 Haddock	\$ 8.38	1	\$ 8.38	\$ 8.38
134	86003	F045 Yeast, Baker's	\$ 8.38	1	\$ 8.38	\$ 8.38
135	86003	F046 Nut Mix 2	\$ 12.80	1	\$ 12.80	\$ 12.80
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 4 of 13 (Item # 104 - 135)]:						\$ 10375.73

Vendor Initials: SP

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
136	86003	F048 Onions	\$ 8.38	4	\$ 8.38	\$ 33.52
137	86003	F049 Apple	\$ 8.38	1	\$ 8.38	\$ 8.38
138	86003	F050 Mackerel	\$ 8.38	1	\$ 8.38	\$ 8.38
139	86003	F079 Gluten	\$ 8.38	1	\$ 8.38	\$ 8.38
140	86003	F080 Lobster	\$ 8.38	1	\$ 8.38	\$ 8.38
141	86003	F081 Cheese, Cheddar	\$ 8.38	1	\$ 8.38	\$ 8.38
142	86003	F094 Pear	\$ 8.38	1	\$ 8.38	\$ 8.38
143	86003	F212 Mushroom	\$ 8.38	2	\$ 8.38	\$ 16.76
144	86003	F121 Pinto Bean	\$ 8.38	1	\$ 8.38	\$ 8.38
145	86003	F183 Sunflower Seed	\$ 8.38	1	\$ 8.38	\$ 8.38
146	86003	F203 Crab	\$ 8.38	3	\$ 8.38	\$ 25.14
147	86003	F207 Clam	\$ 8.38	1	\$ 8.38	\$ 8.38
148	86003	F284 Turkey	\$ 8.38	3	\$ 8.38	\$ 25.14
149	86003	F235 Lentil	\$ 8.38	1	\$ 8.38	\$ 8.38
150	86003	F236 Whey	\$ 8.38	1	\$ 8.38	\$ 8.38
151	86003	F242 Bing Cheery	\$ 8.38	1	\$ 8.38	\$ 8.38
152	86003	F245 Egg, Whole	\$ 8.38	4	\$ 8.38	\$ 33.52
153	86003	F256 Walnut, Food	\$ 8.38	1	\$ 8.38	\$ 8.38
154	86003	F287 Kidney Bean (Red Bean)	\$ 8.38	1	\$ 8.38	\$ 8.38
155	86003	F315 Green Bean	\$ 8.38	1	\$ 8.38	\$ 8.38
156	86003	F384 Whitefish	\$ 8.38	3	\$ 8.38	\$ 25.14
157	82491	Gabapentin (Neurontin®), Serum	\$ 29.01	59	\$ 29.01	\$ 1711.09
158	87081	GC Culture Only	\$ 9.26	1	\$ 9.26	\$ 9.26
159	87070	Genital Culture, Routine	\$ 13.83	5	\$ 13.83	\$ 69.15
160	80170	Gentamicin, Serum, Peak	\$ 26.32	1	\$ 26.32	\$ 26.32
161	80170	Gentamicin, Serum, Trough	\$ 26.32	1	\$ 26.32	\$ 26.32
162	82951	Gestational Glucose Tolerance	\$ 20.68	1	\$ 20.68	\$ 20.68
163	82977	GGT	\$ 11.56	5	\$ 11.56	\$ 57.80
164	87329	Giardia lamblia Direct Detection EIA	\$ 18.40	3	\$ 18.40	\$ 55.20
165	82947	Glucose, Plasma	\$ 6.30	8	\$ 6.30	\$ 41.60
166	82947	Glucose, Serum	\$ 6.30	31	\$ 6.30	\$ 161.20
167	82951 (x4)	Glucose Tolerance Test (GTT), Blood 3 Specimens (includes Glucose)	\$ 82.72	1	\$ 25.50	\$ 25.50
168	82952	Glucose Tolerance Test (GTT), Blood, each additional beyond 3 Specimens	\$ 6.29	1	\$ 5.20	\$ 5.20
169	82950	Glucose, 1-Hour PP	\$ 7.62	2	\$ 5.20	\$ 10.40
170	82950	Glucose (1 Spec) Tolerance, Serum	\$ 7.62	2	\$ 5.20	\$ 10.40
171	82947	Glucose (2 Spec) Tolerance, Serum	\$ 6.30	2	\$ 5.20	\$ 10.40
172	83036	Glycohemoglobin (GHB), Total	\$ 15.59	1	\$ 12.50	\$ 12.50
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 5 of 13 (Item # 136 - 172)]:						\$ 2538.44

Vendor Initials: AW

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
173	87205	Gram Stain	\$ 6.85	2	\$ 6.85	\$ 13.70
174	82955, 85041	G-6-PD, Quantity, Blood and RBC	\$ 20.42	1	\$ 15.02	\$ 15.02
175	84703	hCG, Beta Subunit, Qual, Serum	\$ 12.07	5	\$ 12.07	\$ 60.35
176	84702	hCG, Beta Subunit, Quant, Serum	\$ 24.18	10	\$ 24.18	\$ 241.80
177	80173	Haloperidol (Haldol®), Serum	\$ 23.39	5	\$ 23.39	\$ 116.95
178	87516	HBV, Amplified Probe Technique (DNA, Qualitative)	\$ 41.83	4	\$ 41.83	\$ 167.32
179	87517	HBV, Quantitative Quantification (DNA, QuantaSure™ PCR)	\$ 68.79	11	\$ 68.79	\$ 756.69
180	87517	HBV, Quantification (NGI SuperQuant™, Qnt PCR)	\$ 68.79	1	\$ 68.79	\$ 68.79
181	87517	HBV, Quantification (DNA QuantaSure™, PCR, Serial)	\$ 68.79	3	\$ 68.79	\$ 206.37
182	87517	HBV, Quantification (Real-Time PCR, Quant)	\$ 68.79	2	\$ 68.79	\$ 137.58
183	86803	HCV Ab (w/Rflx to RIBA)	\$ 21.37	12	\$ 21.37	\$ 256.44
184	86803	HCV Antibody	\$ 21.37	5	\$ 21.37	\$ 106.85
185	83883, 82172, 82247, 82977, 83010, 84460	HCV FibroSure	\$ 91.41	170	\$ 91.41	\$ 15539.70
186	87902	HCV (Genotyping Nonreflex)	\$ 132.13	36	\$ 132.13	\$ 4756.68
187	87522	HCV, Quantification (NGI SuperQuant™)	\$ 68.79	1	\$ 65.00	\$ 65.00
188	87522	HCV, Quantification (NGI QuantaSure™, Qnt, PCR)	\$ 68.79	2	\$ 65.00	\$ 130.00
189	87522	HCV, Quantification (QuantaSure™ Plus Non-Graph)	\$ 68.79	254	\$ 65.00	\$ 16510.00
190	87522	HCV, Quantification (RNA PCR, Quan, Reflex Geno)	\$ 68.79	1	\$ 65.00	\$ 65.00
191	87522	HCV, Quantification (RT-PCR, Quant Non-Graph)	\$ 68.79	13	\$ 65.00	\$ 845.00
192	82175, 82570, 83655, 83825	Heavy Metals Profile I, Urine: Arsenic, Lead & Mercury	\$ 84.34	1	\$ 84.34	\$ 84.34
193	86677	Helicobacter pylori, IgA	\$ 23.31	1	\$ 23.31	\$ 23.31
194	86677	Helicobacter pylori, IgG	\$ 23.31	1	\$ 23.31	\$ 23.31
195	86677	Helicobacter pylori, IgM	\$ 23.31	1	\$ 23.31	\$ 23.31
196	86677 (x2)	Helicobacter pylori Ab IgG, IgA	\$ 46.62	1	\$ 46.62	\$ 46.62
197	86677 (x3)	Helicobacter pylori Ab IgG, IgA, IgM	\$ 69.93	3	\$ 69.93	\$ 209.79
198	86677	Helicobacter pylori Ab, IgG	\$ 23.31	127	\$ 23.31	\$ 2960.37
199	86677	Helicobacter pylori, Ab, IgM	\$ 23.31	2	\$ 23.31	\$ 46.62
200	86361	Absolute CD4 (Helper T-Lymphocyte Marker CD4)	\$ 17.67	108	\$ 30.25	\$ 4141.80
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 6 of 13 (Item # 173 - 200)]:						\$47619.27

Vendor Initials: ASL

3. Clinical Laboratory Fee Schedule Continued:

3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
201	85014	Hematocrit	\$ 3.81	45	\$3.95	\$ 1681.25
202	85018	Hemoglobin (Hgb)	\$ 3.81	36	\$3.95	\$ 135.00
203	83036	Hemoglobin (Hgb) A1c	\$ 15.59	2117	\$ 12.00	\$ 21402.00
204	83021, 85660	Hemoglobinopathy Profile (Chromatography)	\$ 29.01	1	\$ 29.01	\$ 29.01
205	8302	Hemoglobinopathy Profile w/o Sol (Chromatography)	\$ 29.01	1	\$ 29.01	\$ 29.01
206	80076	Hepatic Function Panel (7)	\$ 13.12	1051	\$ 10.95	\$ 11508.45
207	86709	Hepatitis A Antibody, IgM	\$ 18.08	4	\$ 13.97	\$ 55.88
208	86708	Hepatitis A Antibody, Total	\$ 19.90	2	\$ 13.97	\$ 27.94
209	86704	Hepatitis B Core Antibody, Total	\$ 19.36	1	\$ 13.00	\$ 13.00
210	86706	Hepatitis B Surface Antibody	\$ 17.25	12	\$ 17.85	\$ 214.20
211	87340	Hepatitis B Surface Antigen	\$ 16.59	12	\$ 16.59	\$ 199.08
212	87350	Hepatitis Be Antigen	\$ 18.51	7	\$ 18.51	\$ 129.57
213	86707	Hepatitis Be Antibody	\$ 18.58	6	\$ 18.08	\$ 108.48
214	86704, 86705	Hepatitis B Core Ab, IgG, IgM, Diff	\$ 38.26	1	\$ 38.26	\$ 38.26
215	83891, 83892 (x3), 83894 (x3), 83898 (x2), 83912	Hereditary Hemochromatosis, DNA (Enzymatic Digestion), (Separation by Gel Electrophoresis), (Amplification, Target, each Nucleic Acid Sequence), (Interpretation and Report)	\$ 64.40	21	\$ 64.40	\$ 1352.40
216	86694	Herpes Simplex, Non-Specific Type Test (Virus Types I/II, IgG)	\$ 23.12	3	\$ 23.12	\$ 69.36
217	85732	Hexagonal Phase Phospholipid	\$ 10.00	1	\$ 10.00	\$ 10.00
218	83036	Hgb A1c with w/ MBG Estimation	\$ 15.59	427	\$ 12.00	\$ 5127.00
219	86698	Histoplasma Abs, Quant, DID	\$ 20.08	1	\$ 20.08	\$ 20.08
220	87385	Histoplasma capsulatum, Ag, Serum	\$ 18.40	1	\$ 18.40	\$ 18.40
221	87385	Histoplasma capsulatum, Ag, Urine	\$ 18.40	1	\$ 18.40	\$ 18.40
222	86703	HIV-1 and HIV-2 Single Assay	\$ 22.02	1	\$ 22.02	\$ 22.02
223	87535	HIV-1 Amplified Probe Technique (HIV-1 Proviral, DNA, PCR Amplification)	\$ 41.83	1	\$ 41.83	\$ 41.83
224	87901, 87903, 87904 (x9)	HIV Phenotype + Genotype (HIV PhenoSenseGT™)	\$ 1,293.69	1	\$ 1200.00	\$ 1200.00
225	87536	HIV-1 Quantification (HIV-1 RNA b-DNA)	\$ 90.26	3	\$ 90.26	\$ 270.78
226	87536	HIV-1 Quantification (HIV-1 RNA b-DNA, Non-Graph)	\$ 90.26	1	\$ 90.26	\$ 90.26
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 7 of 13 (Item # 201 - 226)]:						\$47565.96

Vendor Initials: W

3. Clinical Laboratory Fee Schedule Continued:

3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
227	87901	Infectious Agent Genotype Analysis by Nucleic Acid (DNA or RNA); HIV-1, Reverse Transcriptase and Protease (HIV GenoSure™)	\$ 132.13	2	\$396.88	\$ 757.76
228	87903, 87904	Infectious Agent Phenotype Analysis by Nucleic Acid w/ Drug Resistance Tissue Culture Analysis, HIV-1; first through 10 drugs tested (HIV-1 PhenoSense™ Comprehensive)	\$ 826.64	1	\$1032.00	\$ 1032.00
229	83890	HLA B 27 disease Association	\$ 6.44	1	\$6.44	\$ 6.44
230	87621	HPV, High-Risk DNA Detection	\$ 41.83	1	\$41.83	\$ 41.83
231	87255	HSV Culture w/o Typing	\$ 54.38	3	\$163.14	\$ 163.14
232	86696	HSV Type 2-Specific Ab, IgG	\$ 31.09	4	\$124.36	\$ 124.36
233	86695	HSV 1 & 2-Specific Ab, IgG	\$ 21.18	2	\$42.36	\$ 42.36
232	86694	HSV 1 & 2, IgG w Rflx to H I-II Type Specific, IgG Tests	\$ 23.12	1	\$23.12	\$ 23.12
233	83500, 83505	Hydroxyproline, Free & Total, Quant, 24-Hr	\$ 75.42	1	\$75.42	\$ 75.42
234	86335, 84166	IFE & Protein Elect, Random Urine	\$ 75.78	1	\$75.78	\$ 75.78
235	82784 (x3), 86344	IFE, Serum & PE, Serum	\$ 57.65	3	\$172.95	\$ 172.95
236	82784	Immunofixation, (IFE), Serum	\$ 14.94	1	\$14.94	\$ 14.94
237	82785	Immunoglobulin E, Total	\$ 26.46	1	\$26.46	\$ 26.46
238	82784	Immunoglobulin G, Qnt, Serum	\$ 14.94	1	\$14.94	\$ 14.94
239	87804 (x2)	Influenza A&B, Direct Immunoassay	\$ 18.40	1	\$18.40	\$ 18.40
240	83525	Insulin	\$ 18.36	2	\$36.72	\$ 36.72
241	83540, 83550	Iron + IBC w/o Saturation	\$ 24.46	1	\$24.46	\$ 24.46
242	83540, 83550	Iron & Total Iron Bind Cap (TIBC)	\$ 24.46	169	\$4105.45	\$ 2374.45
243	83540	Iron, Serum	\$ 10.41	1	\$10.41	\$ 10.41
244	81003, 82131, 82140, 82340, 82436, 82507, 82570, 83735, 83935, 83945, 84105, 84133, 84300, 84392, 84560	Kidney Stone, Urine w/ Saturation (Ammonia, Calcium, Chloride, Citrate, Creatinine, Cystine Magnesium, Osmolality, Oxalate, pH, Phosphorus, Potassium, Sodium, Sulfate, Total Volume, Uric Acid, Saturation Ratios: Brushite, Calcium Oxalate, Monosodium Urate, Struvite, Graph Review	\$ 194.16	2	\$388.32	\$ 388.32
245	83615	Lactic Acid Dehydrogenase (LDH)	\$ 9.69	11	\$106.59	\$ 106.59
246	83605	Lactic Acid, Plasma	\$ 17.15	3	\$51.45	\$ 51.45
247	82491	Lamotrigine (Lamictal®), Serum	\$ 29.01	7	\$203.07	\$ 203.07
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 8 of 13 (Item # 227 - 247)]:						\$5721.97

Vendor Initials: AV

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories Inc
 (as found on the State of NH Certificate of Good Standing to include DBA names)

248	86003	Latex-Specific IgE	\$ 8.38	1	\$ 8.25	\$ 8.25
249	83721	LDL Cholesterol (Direct)	\$ 14.73	1	\$ 14.73	\$ 14.73
250	83655	Lead, Blood (Adult)	\$ 19.44	2	\$ 15.44	\$ 30.88
251	83690	Lipase, Serum	\$ 11.07	94	\$ 7.00	\$ 705.00
252	80061	Lipid Panel	\$ 21.53	458	\$ 15.00	\$ 6870.00
253	80061	Lipid Panel w/ LDL/HDL Ratio	\$ 21.53	2978	\$ 15.00	\$ 44670.00
254	80178	Lithium (Eskalith®), Serum	\$ 10.62	382	\$ 9.24	\$ 2765.68
255	85613, 85670, 85705, 85732	Lupus Anticoagulant Comprehensive	\$ 45.88	2	\$ 45.88	\$ 91.76
256	85613, 85732	Lupus Anticoagulant w/ Reflex	\$ 25.37	1	\$ 25.37	\$ 25.37
257	86618 (x2)	Lyme, Ab, Total IgG/IgM	\$ 45.92	9	\$ 45.92	\$ 413.28
258	86618 (x2)	Lyme, Total Ab Test w/ Reflex	\$ 45.92	3	\$ 45.92	\$ 137.76
259	86617 (x2)	Lyme, Serum, Western Blot	\$ 49.74	4	\$ 49.74	\$ 198.96
260	86618 (x2)	Lyme, Ab, Include Rflx Western Blot on Positives	\$ 45.92	7	\$ 45.92	\$ 321.44
261	83735	Magnesium, Serum	\$ 10.76	82	\$ 7.50	\$ 615.00
262	88299	Unlisted Cytogenic Study (Marfan Syndrome Analysis)	\$	1	\$ 100.00	\$ 100.00
263	80101	MDMA, Urine (GC/MS included) Includes: MBA, MDMA, MDEA	\$ 22.12	1	\$ 22.12	\$ 22.12
264	86765, 86735, 86762	Measles/Mumps/Rubella Immunity (Profile)	\$ 64.78	1	\$ 64.78	\$ 64.78
265	80048	Metabolic Panel (8), Basic	\$ 13.60	293	\$ 7.50	\$ 2197.50
266	80053	Metabolic Panel (14), Comprehensive	\$ 16.98	3939	\$ 11.00	\$ 43229.00
267	83835	Metanephrine (Metanephrines, Frac, Quant, 24-Hr Urine)	\$ 27.21	1	\$ 27.21	\$ 27.21
268	83835	Metanephrines Urine, Total	\$ 27.21	1	\$ 27.21	\$ 27.21
269	87186	MIC Organism # 1	\$ 13.88	114	\$ 14.08	\$ 1612.12
270	87186	MIC Organism # 2	\$ 13.88	7	\$ 14.58	\$ 102.06
271	82043, 82570	Microalb/Creat Ratio, Random Urine	\$ 17.01	38	\$ 15.95	\$ 606.10
272	82043	Microalbumin Random Urine	\$ 8.69	29	\$ 7.95	\$ 230.55
273	81015	Microscopic Examination of Urine	\$ 4.87	5	\$ 5.00	\$ 25.00
274	83516	Mitochondrial (M2) Antibody	\$ 18.40	6	\$ 18.40	\$ 110.40
275	86308	Mono Qual w/Rflx to Titer on +	\$ 8.32	1	\$ 8.32	\$ 8.32
276	86308	Mononucleosis Test, Qualitative	\$ 8.32	9	\$ 8.32	\$ 74.88
277	87081	MRSA Culture Only	\$ 9.26	11	\$ 9.26	\$ 101.86
278	87081	MRSA Culture/Susceptibility	\$ 9.26	1	\$ 9.26	\$ 9.26
279	83874	Myoglobin, Urine	\$ 20.75	1	\$ 20.75	\$ 20.75
280	82172, 82247, 82465, 82947, 82977, 83010, 83883, 84450, 84460, 84478	Non Alcoholic Fatty Tissue Disease (NASH FibroSure)	\$ 112.29	6	\$ 175.00	\$ 1050.00
281	87591	Neisseria gonorrhoeae, NAA	\$ 41.83	16	\$ 41.83	\$ 669.28
282	80182	Nortriptyline (Aventyl®), Serum	\$ 21.76	7	\$ 21.76	\$ 152.32
283	83925	Opiates (4) Confirmation, Urine	\$ 31.25	2	\$ 31.25	\$ 62.50
284	83930	Osmolality, Serum	\$ 10.62	1	\$ 10.62	\$ 10.62
285	83935	Osmolality, Urine	\$ 10.95	2	\$ 10.95	\$ 21.90
286	87177, 87209	Ova + Parasites Examination	\$ 43.15	69	\$ 61.00	\$ 4209.00
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 9 of 13 (Item # 248 - 286)]:						\$ 13732.00

Vendor Initials: KP

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
287	83945	Oxalate, Quant, 24-Hr Urine	\$ 20.68	1	\$ 20.68	\$ 20.68
288	82491	Oxcarbazepine (Trileptal®), Serum	\$ 29.01	2	\$ 29.01	\$ 58.02
289	88175	Pap IG (Image Guided), Lb	\$ 42.55	10	\$ 22.04	\$ 220.40
290	87491, 87591, 88142	Pap Lb, CG, NAA	\$ 116.20	2	\$ 116.20	\$ 232.40
291	87491, 88142	Pap Lb, Ct, NAA	\$ 74.37	10	\$ 74.37	\$ 743.70
292	88142	Pap Lb (Liquid-Based)	\$ 32.54	203	\$ 22.04	\$ 1,605.62
293	88164	Pap Smear, 1 Slide	\$ 16.96	1	\$ 12.99	\$ 12.99
294	82205	Pentobarbital (Nembutal®), Serum	\$ 18.39	1	\$ 18.39	\$ 18.39
295	80184	Phenobarbital (Luminal®), Serum	\$ 18.39	42	\$ 18.39	\$ 772.38
296	80185	Phenytoin (Dilantin®), Serum	\$ 21.30	179	\$ 20.20	\$ 3,615.80
297	84100	Phosphorus, Serum	\$ 7.62	62	\$ 5.20	\$ 322.40
298	84105	Phosphorus, 24-Hr Urine	\$ 8.32	1	\$ 5.20	\$ 5.20
299	86022 (x4)	Platelet Antibody, Serum	\$ 118.00	1	\$ 118.00	\$ 118.00
300	85049	Platelet Count	\$ 7.18	18	\$ 4.90	\$ 88.20
301	84110	Porphobilinogen (PCG), Quant, Random Urine	\$ 11.23	2	\$ 11.23	\$ 22.46
302	84132	Potassium, Serum	\$ 7.37	28	\$ 7.25	\$ 203.00
303	85025, 86592, 86762, 86850, 86900, 86901, 87340	Prenatal Profile I w/ Hep B Surf Ag	\$ 67.53	3	\$ 67.53	\$ 202.59
304	84146	Prolactin	\$ 31.13	27	\$ 25.25	\$ 681.75
305	84153	Prostate-Specific Ag (PSA), Serum	\$ 23.31	818	\$ 19.95	\$ 16,319.10
306	84066	Prostatic Acid Phos (PAP), Serum	\$ 15.51	17	\$ 15.51	\$ 263.67
307	85302	Protein C Antigen	\$ 19.31	1	\$ 19.31	\$ 19.31
308	85303	Protein C-Functional	\$ 20.47	1	\$ 20.47	\$ 20.47
309	84166	Protein Electro, Random Urine	\$ 28.64	2	\$ 27.64	\$ 55.28
310	84165	Protein Electrophoreses, S	\$ 17.25	8	\$ 16.00	\$ 128.00
311	85306	Protein S-Functional	\$ 22.96	1	\$ 22.96	\$ 22.96
312	84157	Protein, Total, Body Fluid	\$ 5.75	2	\$ 5.75	\$ 11.50
313	84156	Protein Total, Quant, 24-Hr Urine	\$ 5.75	10	\$ 5.75	\$ 57.50
314	84155	Protein, Total, Serum	\$ 5.75	2	\$ 5.75	\$ 11.50
315	84156	Protein, Total, Urine	\$ 5.75	1	\$ 5.75	\$ 5.75
316	85610	Prothrombin Time (PT)	\$ 6.31	782	\$ 4.75	\$ 3,714.50
317	84202	Protoporphyrin, RBC: Quantitative (Protoporphyrin, FEP/ZPP)	\$ 23.05	1	\$ 23.05	\$ 23.05
318	84153	PSA, Free: Total Ratio Reflex	\$ 23.31	2	\$ 19.95	\$ 39.90
319	84154	PSA, % Free: Total Ratio	\$ 23.31	2	\$ 19.95	\$ 39.90
320	83970	PTH, Intact	\$ 66.30	37	\$ 59.20	\$ 2,194.10
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 10 of 13 (Item # 287 - 320):						\$ 36,887.39

Vendor Initials: AVZ

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
321	85610, 85730	PT and PTT	\$ 15.95	46	\$ 4.21	\$ 210.26
322	85730	PTT, Activated	\$ 9.64	6	\$ 9.64	\$ 57.84
323	85732 (x2)	PTT-LA Incub Mix	\$ 20.00	1	\$ 20.00	\$ 20.00
324	85732 (x2)	PTT-LA Mix	\$ 20.00	2	\$ 20.00	\$ 70.00
325	86592	Rapid Plasma Reagin (RPR), Qual	\$ 6.85	43	\$ 4.00	\$ 172.00
326	80069	Renal Function Panel (10)	\$ 13.95	4	\$ 10.00	\$ 42.00
327	85045	Reticulocyte Count	\$ 6.44	5	\$ 4.40	\$ 22.00
328	86901	Rh Typing (Factor)	\$ 4.79	1	\$ 4.79	\$ 4.79
329	86431	Rheumatoid Arthritis (RA) Factor	\$ 9.12	100	\$ 9.12	\$ 918.00
330	82542	Risperidone (Risperdal®), Serum	\$ 29.01	1	\$ 29.01	\$ 29.01
331	87536	HIV-1 Quantification (RNA, PCR (Non-Graph) Rflx/Geno)	\$ 90.26	1	\$ 80.26	\$ 80.26
332	87536	HIV-1 Quantification (RNA, PCR (Non-Graph) Rflx/Geno +)	\$ 90.26	1	\$ 80.26	\$ 80.26
333	87536	HIV-1 Quantification (RNA, Real Time PCR Graph)	\$ 90.26	95	\$ 80.26	\$ 7624.70
334	87536	HIV-1 Quantification (RNA, Real Time PCR (Non-Graph)	\$ 90.26	4	\$ 80.26	\$ 321.04
335	86593	RPR, Quantitation (RPR Qn + TP-PA)	\$ 7.07	1	\$ 7.07	\$ 7.07
336	86592	RPR Qualitative. (RPR, Rfx Quan RPR/Confirm TP-PA)	\$ 6.85	1	\$ 6.85	\$ 6.85
337	86762	Rubella Antibodies, IgG	\$ 23.12	4	\$ 23.12	\$ 92.48
338	87045	Salmonella/Shigella Screen	\$ 15.15	1	\$ 15.15	\$ 15.15
339	85652	Sedimentation Rate-Westergren	\$ 4.33	248	\$ 4.33	\$ 1073.84
340	87186	Sensitivity Organism # 1	\$ 13.88	146	\$ 12.00	\$ 1752.00
341	87186	Sensitivity Organism # 2	\$ 13.88	32	\$ 12.00	\$ 384.00
342	87186	Sensitivity Organism # 3	\$ 13.88	9	\$ 12.00	\$ 108.00
343	87186	Sensitivity Organism # 4	\$ 13.88	5	\$ 12.00	\$ 60.00
344	84270	Sex Hormone Binding Globul, Serum	\$ 34.90	1	\$ 34.90	\$ 34.90
345	84295	Sodium, Serum	\$ 7.47	3	\$ 7.25	\$ 21.75
346	81003	Specific Gravity, Urine	\$ 2.86	2	\$ 2.86	\$ 5.72
347	82360	Stone Analysis	\$ 20.68	7	\$ 20.68	\$ 144.76
348	87045	Stool Culture	\$ 15.15	24	\$ 23.00	\$ 552.00
359	84402	Testosterone, Free (Direct) Serum	\$ 39.05	3	\$ 39.05	\$ 117.15
350	84402, 84403	Testosterone Free, Serum (Equilibrium) w/ Total	\$ 80.52	2	\$ 80.52	\$ 161.04
351	84403	Testosterone, Total, Serum	\$ 41.47	19	\$ 41.47	\$ 787.93
352	80198	Theophylline, Serum	\$ 22.73	33	\$ 22.73	\$ 750.09
353	84443	Thyroid Cascade Profile w/o Reflex (TSH)	\$ 26.98	8	\$ 26.98	\$ 215.84
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 11 of 13 (Item # 321 - 353):						\$ 16019.73

Vendor Initials: AK

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
354	84443, 84439, 84481, 86376	Thyroid Cascade Profile w/ Reflex	\$ 90.75	8	\$ 90.75	\$ 726.00
355	84436, 84479	Thyroid Panel/Profile	\$ 18.52	11	\$ 12.61	\$ 138.71
356	84436, 84443, 84479	Thyroid Panel/Profile w/ TSH	\$ 45.50	3	\$ 82.51	\$ 97.03
357	86376	Thyroid Peroxidase (TPO) Ab	\$ 23.38	1	\$ 23.38	\$ 23.38
358	84443	Thyroid-Stimulating Hormone (TSH)	\$ 26.98	1529	\$ 19.90	\$ 30427.10
359	83520	Thyrotropin Receptor Ab, Serum	\$ 20.80	1	\$ 20.80	\$ 20.80
360	84436	Thyroxine (T4)	\$ 9.26	81	\$ 9.26	\$ 750.06
361	84439	Thyroxine (T4) Free, Direct, Serum	\$ 14.49	26	\$ 14.49	\$ 376.74
362	80200	Tobramycin (Nebcin®), Serum, Peak	\$ 25.88	1	\$ 25.88	\$ 25.88
363	80200	Tobramycin, (Nebcin®) Serum, Trough	\$ 25.88	1	\$ 25.88	\$ 25.88
364	80201	Topiramate (Topamax®), Serum	\$ 19.14	2	\$ 19.14	\$ 38.28
365	86777	Toxoplasma gondii Antibodies, IgG	\$ 23.12	9	\$ 23.12	\$ 208.08
366	87798	Toxoplasma gondii, PCR	\$ 41.83	1	\$ 41.83	\$ 41.83
367	86781	Treponema pallidum Ab (FTA-ABS)	\$ 21.27	7	\$ 21.27	\$ 148.89
368	86781	Treponema pallidum Ab (TP-PA)	\$ 21.27	3	\$ 21.27	\$ 63.81
369	80101	Tricyclic Antidepressants Screen, Ser	\$ 22.12	1	\$ 22.12	\$ 22.12
370	82492	Tricyclic, Serum	\$ 29.01	2	\$ 29.01	\$ 58.02
371	84480	Tri-iodothyronine (T3)	\$ 22.77	67	\$ 19.74	\$ 1322.69
372	84481	Tri-iodothyronine (T3), Free, Serum	\$ 27.21	1	\$ 20.77	\$ 20.77
373	84479	T3 Uptake	\$ 9.26	38	\$ 9.26	\$ 351.88
374	81001	UA/M w/ Rflx Culture, Comp	\$ 5.09	30	\$ 3.00	\$ 105.00
375	81001	UA/M w/ Rflx Culture, Routine	\$ 5.09	53	\$ 3.50	\$ 185.00
376	87070	Upper Respiratory Culture, Routine	\$ 13.83	93	\$ 13.83	\$ 1286.19
377	84520	Urea Nitrogen, Serum (Bun)	\$ 6.34	97	\$ 5.60	\$ 533.00
378	84550	Uric Acid, Serum	\$ 7.25	67	\$ 7.25	\$ 485.75
379	81001	Urinalysis, Complete w/ Mic Exam	\$ 5.09	58	\$ 3.60	\$ 208.00
380	81003	Urinalysis, Routine w/ Mic Exam +	\$ 2.86	357	\$ 2.86	\$ 1021.02
381	87086	Urine Culture, Comprehensive	\$ 10.31	11	\$ 10.31	\$ 113.41
382	87086	Urine Culture, Routine	\$ 10.31	300	\$ 10.31	\$ 3093.00
383	80164	Valproic Acid (Depakote®), Serum	\$ 21.76	369	\$ 21.76	\$ 8029.44
384	80202	Vancomycin (Vancocin®), Serum Peak	\$ 21.76	8	\$ 21.76	\$ 174.08
385	80202 (x2)	Vancomycin, Serum, Peak & Trough	\$ 43.52	16	\$ 43.02	\$ 696.32
386	82570, 84585	Vanillylmandelic Acid, 24-Hr Urine	\$ 33.22	1	\$ 33.22	\$ 33.22
387	87252	Viral Culture, General	\$ 41.87	4	\$ 41.87	\$ 167.48
388	85810	Viscosity, Serum	\$ 18.76	7	\$ 18.76	\$ 131.32
389	84590	Vitamin A, Serum	\$ 18.62	1	\$ 18.62	\$ 18.62
390	82607	Vitamin B 12	\$ 19.27	7	\$ 19.27	\$ 134.89
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 12 of 13 (Item # 354 - 390)]:						\$ 51302.09

Vendor Initials: AK

3. Clinical Laboratory Fee Schedule Continued:
 3.1. Northern and Southern Correctional Facilities

Name of Bidder: Spectra Laboratories, Inc.
 (as found on the State of NH Certificate of Good Standing to include DBA names)

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2009 CMS Laboratory Fee Schedule, Medicare plus 10% (For Vendor Information Only)	Est. Two Year Volume	Unit Cost	Total Cost (Est. Vol. X Unit Cost)
391	82607, 82746	Vitamin B12 & Folates	\$ 42.89	108	\$38.11	\$4115.88
392	82180	Vitamin C	\$ 15.87	3	\$15.84	\$47.61
393	82306	Vitamin D, 25-Hydroxy	\$ 47.54	4	\$47.04	\$190.16
394	82570	VMA, Random Urine	\$ 8.32	1	\$8.32	\$8.32
395	85048	White Blood Cell (WBC) Count	\$ 3.42	2	\$3.42	\$6.84
396	86003	White Pollock, IgE	\$ 8.38	1	\$8.38	\$8.38
397	80101 (x10)	NHDOC SLP Drug Screen Panel (10)	\$ 221.20	5	\$25.90	\$129.50
398	80101 (x11)	NHDOC SLP Drug Screen Panel (11)	\$ 243.32	5	\$20.00	\$102.00
399	80101 (x14)	NHDOC SLP Drug Screen Panel (14)	\$ 309.68	1200	\$25.75	\$30900.00
400	80074	NHDOC SLP Hepatitis Panel, Acute (4)	\$ 74.94	2	\$74.94	\$149.88
401	80053	NHDOC SLP Admission Panel 1 (CMP 14 + LP + RPR)	\$ 16.98	2302	\$13.75	\$31,652.50
402	80053	NHDOC SLP Admission Panel 2 (CMP 14 + LP RPR + PSA)	\$ 16.98	191	\$14.98	\$2,861.18
403	80053	NHDOC SLP Admission Panel 3 (CMP 14 + TP + CBC/D/PIT + RPR)	\$ 16.98	1	\$16.98	\$16.98
Subtotal [Sum of Total Cost Column Exhibit B-1, Page 13 of 13 (Item # 391- 403)]:						\$40188.98
Two-Year Estimated Budget: [Add Subtotal Cost Columns Exhibit B-1, Pages 1 - 13 (Item # 1 - 403)]						\$471,613.35

Please Note:

- (1) Multiplier noted in CPT Code column (column #2) has been applied to CMS Fee Schedule (column # 4). This represents Medicare plus 10% for that given laboratory procedure.
- (2) Item # 262: Marfan's Chromosome Analysis has been coded with an unlisted Cytogenic Study. This is not reimbursable under CMS Fee Schedule. Please provide pricing for this CPT test code.
- (3) Item # 303: CPT code 86850 is not on the CMS Fee Schedule. The quoted CMS Fee Schedule pricing found in column # 4 does not include the cost of CPT code 86850. Please provide pricing to include the cost of CPT code 86850.
- (4) Item # 397 - 403: Contents of these specialty screens are found in Exhibit A-1, NHDOC Panels, Page 1 & 2. Please provide bundled pricing for the NHDOC Panels. Drug screens pricing shall include confirmatory pricing.

Vendor Initials: SL

1. This Contract may be renewed for an additional period of up to two (2) years, with mutual agreement of the parties and upon approval by the Governor and Executive Council of the State of New Hampshire.
2. Amend the Insurance provision in section 14.3 of the original P-37 contract by deleting "no less than ten (10) days prior written notice of cancellation or modification of the policy." and inserting in its place "no less than thirty (30) days prior written notice of cancellation or modification of the policy."

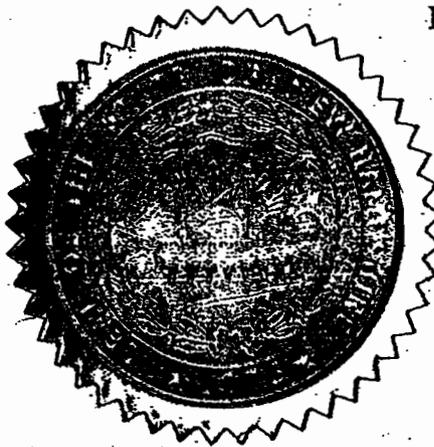
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Vendor Initials: 

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 Spectra Laboratories, Inc., a(n) Nevada corporation, is authorized to transact business in New Hampshire and qualified on January 19, 2010. I further certify that all fees 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 12th day of April, A.D. 2010

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

(Corporation without Seal)

I, Douglas G. Kott, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

- 1. I am a duly elected Clerk of Spectra Laboratories, Inc.
(The Corporation)
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 1/22/2010
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of laboratory services.

RESOLVED: That the Executive Director of Business Development
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- 3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 12 April 2010
(Today's date)

- 4. Andrew B. Eisman is the duly elected Executive Director of Business Development
(Name of one who signed contract) (Title of one who signed the contract)

of the Corporation.



Signature of the Clerk of the Corporation

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

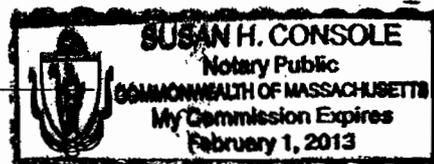
The foregoing instrument was acknowledged before me this 12 day of April, 2010,
(day) (month) (yr)

by Douglas G. Kott
(Name of person signing above)

(NOTARY SEAL)

Susan H. Console
Notary Public / Justice of the Peace

Commission Expires: 2/1/2013



PRODUCER

MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

347600-ALL-GAWPL-09-10

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

FRESENIUS MEDICAL CARE HOLDINGS, INC.
AND THEIR SUBSIDIARIES AND DIVISIONS
920 WINTER STREET
WALTHAM, MA 02451

INSURER A: Continental Casualty Company

20443

INSURER B: American Casualty Insurance Co

INSURER C: Transportation Insurance Co. NAIC #20494

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	CCP 2095784352 (US)	10/01/2009	10/01/2010	EACH OCCURRENCE \$ 2,000,000
A		X COMMERCIAL GENERAL LIABILITY	CCP 2095784366 (PR)	10/01/2009	10/01/2010	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A
A		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CCP 2095784383 (Canada)	10/01/2009	10/01/2010	MED EXP (Any one person) \$ N/A
		GENERAL AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY \$ 1,000,000
		X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 3,000,000
		AUTOMOBILE LIABILITY				PRODUCTS - COMPROP AGG \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 295784304 (AOS)	10/01/2009	10/01/2010	X WC STATUTORY LIMITS \$
B		ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	WC 295784318 (CA)	10/01/2009	10/01/2010	OTHER \$
C		OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N	WC 295784321 (OR, WI)	10/01/2009	10/01/2010	E.L. EACH ACCIDENT \$ 2,000,000
		(Mandatory in NH if yes, describe under SPECIAL PROVISIONS below)				E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
						E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A		OTHER				
A		PROFESSIONAL LIABILITY	CCP 2095784352 (US)	10/01/2009	10/01/2010	PER OCCURRENCE 1,000,000
A			CCP 2095784366 (PR)	10/01/2009	10/01/2010	AGGREGATE 3,000,000
A			CCP 2095784383 (Canada)	10/01/2009	10/01/2010	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

EVIDENCE OF COVERAGE FOR SPECTRA LABORATORIES, INC. PER THE RFP TO THE NH DEPARTMENT OF CORRECTIONS FOR ON-SITE CLINICAL LABORATORY SERVICES. ALL EMPLOYEES ARE COVERED UNDER THE REFERENCED POLICIES FOR ANY EVENT THAT MAY ARISE IN THE COURSE AND SCOPE OF THEIR EMPLOYMENT WITH A FRESENIUS MEDICAL CARE HOLDINGS, INC.

CERTIFICATE HOLDER

NYC-003997806-01

THE NH DEPARTMENT OF CORRECTIONS
ATTN: CONTRACT ADMINISTRATOR
PO BOX 1806
CONCORD, NH 03302-1806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
John Lapreay

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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.

\$ 2 million Per Claim \$ 2 million Per Incident/Occurrence \$ 2 million General Aggregate

[Signature]
Signature & Title

Executive Director

12 April 10
Date

This acknowledgement must be returned with your proposal.

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT ACT PROGRAMS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS:

**SPECIAL LABORATORY INC
825 SYCAMORE DRIVE
WILPITAS, CA 95082**

**LABORATORY DIRECTOR:
CLAUDE G BURDICK**

COLA ID NUMBER:

0500000000

REGISTRATION CODE:

00000000

REGISTRATION DATE:

05/05/2011

Reference to the CLIA '88, 42 CFR 413.101-103, 413.105-106, 413.108-109, 413.111-112, 413.114-115, 413.117-118, 413.121-122, 413.124-125, 413.127-128, 413.130-131, 413.133-134, 413.136-137, 413.139-140, 413.142-143, 413.145-146, 413.148-149, 413.151-152, 413.154-155, 413.157-158, 413.160-161, 413.163-164, 413.166-167, 413.169-170, 413.172-173, 413.175-176, 413.178-179, 413.181-182, 413.184-185, 413.187-188, 413.190-191, 413.193-194, 413.196-197, 413.199-200, 413.202-203, 413.205-206, 413.208-209, 413.211-212, 413.214-215, 413.217-218, 413.220-221, 413.223-224, 413.226-227, 413.229-230, 413.232-233, 413.235-236, 413.238-239, 413.241-242, 413.244-245, 413.247-248, 413.250-251, 413.253-254, 413.256-257, 413.259-260, 413.262-263, 413.265-266, 413.268-269, 413.271-272, 413.274-275, 413.277-278, 413.280-281, 413.283-284, 413.286-287, 413.289-290, 413.292-293, 413.295-296, 413.298-299, 413.301-302, 413.304-305, 413.307-308, 413.310-311, 413.313-314, 413.316-317, 413.319-320, 413.322-323, 413.325-326, 413.328-329, 413.331-332, 413.334-335, 413.337-338, 413.340-341, 413.343-344, 413.346-347, 413.349-350, 413.352-353, 413.355-356, 413.358-359, 413.361-362, 413.364-365, 413.367-368, 413.370-371, 413.373-374, 413.376-377, 413.379-380, 413.382-383, 413.385-386, 413.388-389, 413.391-392, 413.394-395, 413.397-398, 413.400-401, 413.402-403, 413.405-406, 413.408-409, 413.411-412, 413.414-415, 413.417-418, 413.420-421, 413.423-424, 413.426-427, 413.429-430, 413.432-433, 413.435-436, 413.438-439, 413.441-442, 413.444-445, 413.447-448, 413.450-451, 413.453-454, 413.456-457, 413.459-460, 413.462-463, 413.465-466, 413.468-469, 413.471-472, 413.474-475, 413.477-478, 413.480-481, 413.483-484, 413.486-487, 413.489-490, 413.492-493, 413.495-496, 413.498-499, 413.501-502, 413.504-505, 413.507-508, 413.510-511, 413.513-514, 413.516-517, 413.519-520, 413.522-523, 413.525-526, 413.528-529, 413.531-532, 413.534-535, 413.537-538, 413.540-541, 413.543-544, 413.546-547, 413.549-550, 413.552-553, 413.555-556, 413.558-559, 413.561-562, 413.564-565, 413.567-568, 413.570-571, 413.573-574, 413.576-577, 413.579-580, 413.582-583, 413.585-586, 413.588-589, 413.591-592, 413.594-595, 413.597-598, 413.600-601, 413.602-603, 413.605-606, 413.608-609, 413.611-612, 413.614-615, 413.617-618, 413.620-621, 413.623-624, 413.626-627, 413.629-630, 413.632-633, 413.635-636, 413.638-639, 413.641-642, 413.644-645, 413.647-648, 413.650-651, 413.653-654, 413.656-657, 413.659-660, 413.662-663, 413.665-666, 413.668-669, 413.671-672, 413.674-675, 413.677-678, 413.680-681, 413.683-684, 413.686-687, 413.689-690, 413.692-693, 413.695-696, 413.698-699, 413.701-702, 413.704-705, 413.707-708, 413.710-711, 413.713-714, 413.716-717, 413.719-720, 413.722-723, 413.725-726, 413.728-729, 413.731-732, 413.734-735, 413.737-738, 413.740-741, 413.743-744, 413.746-747, 413.749-750, 413.752-753, 413.755-756, 413.758-759, 413.761-762, 413.764-765, 413.767-768, 413.770-771, 413.773-774, 413.776-777, 413.779-780, 413.782-783, 413.785-786, 413.788-789, 413.791-792, 413.794-795, 413.797-798, 413.800-801, 413.802-803, 413.805-806, 413.808-809, 413.811-812, 413.814-815, 413.817-818, 413.820-821, 413.823-824, 413.826-827, 413.829-830, 413.832-833, 413.835-836, 413.838-839, 413.841-842, 413.844-845, 413.847-848, 413.850-851, 413.853-854, 413.856-857, 413.859-860, 413.862-863, 413.865-866, 413.868-869, 413.871-872, 413.874-875, 413.877-878, 413.880-881, 413.883-884, 413.886-887, 413.889-890, 413.892-893, 413.895-896, 413.898-899, 413.901-902, 413.904-905, 413.907-908, 413.910-911, 413.913-914, 413.916-917, 413.919-920, 413.922-923, 413.925-926, 413.928-929, 413.931-932, 413.934-935, 413.937-938, 413.940-941, 413.943-944, 413.946-947, 413.949-950, 413.952-953, 413.955-956, 413.958-959, 413.961-962, 413.964-965, 413.967-968, 413.970-971, 413.973-974, 413.976-977, 413.979-980, 413.982-983, 413.985-986, 413.988-989, 413.991-992, 413.994-995, 413.997-998, 413.999-1000.

CMS

If you currently hold a Certificate of Compliance, Conditions of Accreditation, or a list of the laboratory's special tests, please refer your accredited inspectors and their clients to:

<u>LABORATORY CODE</u>	<u>EXPIRES DATE</u>	<u>LABORATORY CODE</u>	<u>EXPIRES DATE</u>
ENR0000000000	05/05/2011		

**FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.HHS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE GET THE ADDRESS FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.**