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

Nicholas A. Toumpas
Commissioner

Mary S. Weatherill
Director

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

June 2, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services, to enter into a **sole source** amendment to an existing agreement with Laboratory Corporation of America Holdings, 1440 York Court Extension, Burlington, North Carolina 27215 (Vendor Code 174899) for paternity testing services, by increasing the price limitation by \$21,600 from \$129,600 to \$151,200, and by extending the completion date from June 30, 2015 to December 31, 2015, effective July 1, 2015, or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreement on June 20, 2012 (Item #69). 66% Federal funds and 34% General funds.

05-95-95-957010-6128 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: COMMISSIONER, DIV. OF CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

Fiscal Year	Class / Object	Class Title	Current Amount	Increase / Decrease	Modified Amount
SFY 2013	102-500731	Contracts for Program Services	\$ 43,200	\$ 0	\$ 43,200
SFY 2014	102-500731	Contracts for Program Services	\$ 43,200	\$ 0	\$ 43,200
SFY 2015	102-500731	Contracts for Program Services	\$ 43,200	\$ 0	\$ 43,200
		Subtotal	\$ 129,600		\$ 129,600

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

SFY 2016	102-500731	Contracts for Program Services	\$ 0	\$21,600	\$ 21,600
		Total	\$ 129,600	\$21,600	\$ 151,200

Funds are anticipated to be available in State Fiscal Year 2016 in the above account, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without approval from Governor and Executive Council.

EXPLANATION

This **sole source** Request is being made to ensure the Department's continued ability to timely collect specimens, conduct laboratory testing, and render paternity determinations in child support cases. The original agreement was awarded as the result of a competitive bid process that included an option for the Department to renew it for two one-year periods. The Governor and Executive Council request that approved the original agreement also included this provision, however the agreement lacked inclusion of the renewal provision due to human error. This omission was only recently discovered; the Department did not have sufficient time to complete a new competitive bidding process without risking a gap in service delivery. Due to the potential loss of federal financial incentives for achieving paternity establishment performance measures, the Department seeks approval of this Request. The Department plans to reprocure for these services beginning in early July 2015.

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

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

On February 21, 2012, a Request for Proposals, 12-DCSS-PT-01, was issued and posted to the Department's web site. Additionally, Request for Proposals Announcement Letters were mailed to fourteen (14) potential vendors. The bid summary is attached. Because the contractor has well-provided its contractual responsibilities, the Department requests approval of this amended agreement.

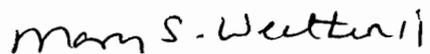
Area served: statewide.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 2, 2015
Page 3 of 3

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

Respectfully Submitted,



Mary S. Weatherill
Director

Approved by:



Nicholas A. Toumpas
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*



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

This 1st Amendment to the Paternity Testing Services contract (hereinafter referred to as "Amendment 1") dated this 7th day of May, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Laboratory Corporation of America Holdings (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1440 York Court Extension, Burlington, NC 27215.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (Item #69), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

- 1) Amend Form P-37, Block 1.7 to read December 31, 2015
- 2) Amend Form P-37, Block 1.8 to read \$151,200.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Amend Exhibit B by deleting and replacing paragraph 1 with: "The Contractor understands and agrees that the cost structure, including the unit price specified in the following Price Schedule, shall be guaranteed for the term of the Contract. The term of the Contract is the date of Governor and Council approval or July 1, 2012, whichever date is later, through December 31, 2015. Subject to the Contractor's compliance with the terms and conditions of this Agreement, the Price Schedule for Contract Deliverables shall be as follows:"
- 6) Amend Exhibit B by inserting into paragraph 1 the following subparagraph a.: "The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to December 31, 2015, shall not exceed: \$14,256.00 – 66% Federal Funds from the Administration for Children and Families, Department of Health and Human Services, Child Support Enforcement, CFDA #93.563, Federal Award Identification Number 1504NHCSSES; and \$7,344.00 – 34% General Funds."
- 7) Amend Exhibit B by deleting and replacing paragraph 17 with: "The total amount to be obligated hereunder shall not exceed a total of \$151,200.00.
- 8) Amend Exhibit C by deleting and replacing paragraph 2, subparagraph a. with: "New Hampshire Standard Contract Terms and Conditions, Form P-37, and its Exhibits A through J, as amended by Amendment 1;"
- 9) Delete Exhibit G and replace with Exhibit G Amendment #1
- 10) Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Paternity Testing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

06-03-15
Date

Mary Weatherill
Mary Weatherill
Director

Laboratory Corporation of America Holdings

5-29-15
Date

Angie R. Miller
NAME Angie R. Miller
TITLE Contract Manager

Acknowledgement:

State of North Carolina, County of Alamance on 29 May 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Patricia D Sprague
Name and Title of Notary or Justice of the Peace

Notary Public, North Carolina
County of Alamance
Patricia D Sprague
My Commission Expires 8-8-2017

New Hampshire Department of Health and Human Services
Paternity Testing Services



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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

Emmy Beth Misluk
Name: Emmy Beth Misluk
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



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

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

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

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

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

Exhibit G- Amendment #1

Contractor Initials adm

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

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



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

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

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

Contractor Name: Laboratory Corporation of America Holdings

5-29-15
Date

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

Exhibit G- Amendment #1

Contractor Initials arem

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



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I Amendment #1

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I Amendment #1

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I Amendment #1

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I Amendment #1

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DCSS
The State

Laboratory Corporation of America Holdings
Name of the Contractor

Mary Weatherill
Signature of Authorized Representative

Angie R. Miller
Signature of Authorized Representative

Mary Weatherill
Name of Authorized Representative

Angie R. Miller
Name of Authorized Representative

Director
Title of Authorized Representative

Contract Manager
Title of Authorized Representative

06-03-15
Date

5-29-15
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 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 May, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, F. Samuel Eberts III, Secretary of Laboratory Corporation of America Holdings, do hereby certify that:

- (1) I am the duly elected and acting Secretary of Laboratory Corporation of America Holdings (“the Corporation”), incorporated under the laws of the State of Delaware;
- (2) I maintain and have custody and am familiar with the seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;

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

F. Samuel Eberts III	Senior Vice President, Chief Legal Officer, Secretary
Eric Lindblom	Senior Vice President, Division Head, Authorized Signer
George C. Maha, Ph.D.	Associate Vice President, Laboratory Director, Authorized Signer
Angie R. Miller	Contract Manager, Authorized Signer DNA Identification Testing Division

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 29th day of May, 2015.



F. Samuel Eberts III
Secretary

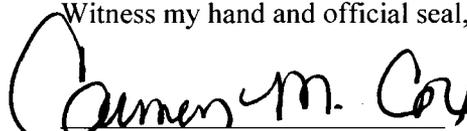
(Seal)



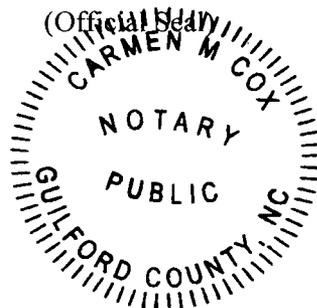
STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Carmen M. Cox, a Notary Public for said County and State, do hereby certify that, F. Samuel Eberts III, personally came before me this day and acknowledged that he is the Secretary of Laboratory Corporation of America Holdings (LabCorp) and acknowledged, on behalf of Laboratory Corporation of America Holdings, the due extension of the foregoing instrument.

Witness my hand and official seal, this the 29th day of May, 2015.



Notary Public
My Commission Expires: 10/31/2015



JAMES A. SIMS
CURRICULUM VITAE

EDUCATION:

Elizabeth State University
Elizabeth City, North Carolina

B.A. Degree – English/News Media

CURRENT POSITION:

September 2014 - Present

Account Manager
DNA Identification Testing Division
Laboratory Corporation of America Holdings
Burlington, North Carolina

RESPONSIBILITIES:

Primary responsibility includes all aspects of account management including but not limited to: ensuring compliance with seven state contracts for genetic testing. Upon implementation of a new contract, ensures all departments meet contractually obligated requirements so that cases are processed timely, efficiently and accurately. Responsible for communicating with various account liaisons to ensure that all needs are met as it pertains to the scheduling, collecting and processing of parties. Duties also include recruiting, supervising, training and managing a phlebotomy group of 60 collectors. Maintain coverage of multiple accounts to provide coverage during vacations, sicknesses or other absences.

**PROFESSIONAL
EXPERIENCE:**

May 2011 - Present

Adult Education & Computer Lab Manager
Guilford Technical Community College
High Point, North Carolina

RESPONSIBILITIES:

Primary responsibility includes instructing students in the areas of basic Reading, Language and Math. Duties also include assisting adults in a classroom computer lab environment with various subjects who are trying to obtain their GED within GTCC's Adult Education program. Position also calls for the mentoring and guidance of individuals having trouble with work, life and school balance.

**PROFESSIONAL
EXPERIENCE:**

August 2008 – April 2011

Independent Agent
AFLAC
North Carolina, Virginia, Georgia

JAMES A. SIMS
CURRICULUM VITAE

RESPONSIBILITIES:

Primary responsibility includes marketing AFLAC's supplemental insurance products to via various computer applications to businesses and individuals by performing all aspects of outside sales including territory management, lead development, presentations, and open enrollments. Additionally, performed telemarketing to qualify, set and confirm appointments creating urgency. Coordinated appointments and cold calling to maximize field activity. Resolve customer complaints quickly.

**PROFESSIONAL
EXPERIENCE:**

July 2010 - Present

Operations Agent
Delta Global Services
Greensboro, North Carolina

RESPONSIBILITIES:

Primary responsibility includes establishing communication with pilots to insure safe operation of aircraft upon arrival and departure. Utilize various computer programs to input data such as load planning, fuel, arrival and departure times, flight delays etc Duties also include insuring that load planning is strategically done for the safe operation of the aircraft while in flight and also oversee operations of ramp duties including fuel distribution for aircraft, ensuring safety measures are being followed by ramp personnel and communications with gate agents to insure proper planning for customers when aircraft are delayed due to weather, maintenance issues, etc.

**PROFESSIONAL
EXPERIENCE:**

April 2006 – April 2008

Senior Professional Representative
Merck & Co., Inc.
Greensboro/Durham, North Carolina

RESPONSIBILITIES:

Primary responsibilities include educating and training primary care physicians, specialists and other healthcare professionals about medicines by providing scientific and other relevant information so that Merck's products are prescribed as indicated. Responsible for the promotion of Singulair for the treatment of allergies and Januvia / Janumet a DPP-4 inhibitor, for the treatment of Type 2 diabetes and Cozaar /Hyzaar for the treatment of hypertension. Also led peer facilitated discussion with physicians and specialist as a means of education and support. Final ranking was 15/48 for Januvia share growth. Member of Januvia advisory board and member of Team Inspire which is a leadership council designed to create ways to inspire Regional team members

JAMES A. SIMS
CURRICULUM VITAE

**PROFESSIONAL
EXPERIENCE:**

June 2001 – December 2005

Territory Representative
Wyeth Pharmaceuticals
Winston-Salem, North Carolina

RESPONSIBILITIES:

Responsible for educating and training physicians, nurses and staff on the use of marketed products for various disease states. Those marketed responsibilities included the promotion of Effexor XR, a serotonin nor epinephrine reuptake inhibitor used to treat depression & anxiety, and Protonix a proton pump inhibitor for the treatment of GERD. Also performed all aspects of outside sales, including territory management, presentations, sales closings, and follow-up. Increased first six months territory ranking from 140/148 to 93/148 in second six months. Final area ranking 4/24 and 17/148 in zone ranking. Developed strong relationships with physicians and office staff as a means of building rapport and trust within the office. Made presentations by finding needs, creating value, and getting commitment from physicians to prescribe presented medications.

HONORS & AWARDS:

- Recipient of 1st Quarter 2008 Power of 1 Award with Merck & Co., Inc.
- Recipient of District Level STARZ Award for the 2nd Quarter 2004 with Wyeth
- Recipient of Regional Top Performer Award 2001 for market share growth with Altace for Wyeth
- Recipient of Regional Delta Climbers Club Award for 1st quarter 2014 for outstanding leadership

GERORGE C. MAHA, Ph.D.
CURRICULUM VITAE
(Abbreviated)

EDUCATION: St. Louis University
Bachelor of Arts (Biology) 1976
Master of Science (Biology) 1979

University of Illinois (Urbana)
Department of Genetics and Development
Doctor of Philosophy 1982

Biomedical Laboratory Internship,
Malcolm Grow USAF Medical Center 1983

North Carolina Central University
School of Law, Juris Doctor 1995

LICENSURE AND CERTIFICATION:

Ph.D. Medical Geneticist 1987
American Board of Medical Genetics

Medical Technologist 1983
American Society of Clinical Pathologists

Laboratory Director
New York State Department of Health

Admitted, North Carolina State Bar 1995

CURRENT POSITION:

Associate Vice President
Laboratory Director / Technical Leader
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
Phone: 800-742-3944, extension 67307
Fax 336-436-7384
Mahag@LabCorp.com

UNIVERSITY APPOINTMENTS: Lecturer, St. Louis University
Lecturer, University of Maryland (European Division)
Lecturer, Embry-Riddle Aeronautical University
Lecturer, University of Southern Mississippi

HOSPITAL APPOINTMENTS:

Chief, Medical Genetics Laboratory, USAF Medical Genetics Center,
USAF Medical Center, Keesler AFB, MS 1984 – 1987

Chief, Clinical Laboratory Services, USAF Regional Hospital,
Incirlik, Turkey 1983 - 1984

GERORGE C. MAHA, Ph.D.
CURRICULUM VITAE
(Abbreviated)

LEGAL APPOINTMENTS:

Observer, National Conference of Commissioners on Uniform State Laws Revision of the Uniform Parentage Act	1997- 2002
American Bar Association - Vice Chair, Family Law Section, Paternity Committee	1996 – 1997

SCIENTIFIC APPOINTMENTS:

College of American Pathologists (CAP), Consultant, Histocompatibility/Identity Testing Committee	2010 - Present
American Association of Blood Banks (AABB), Consultant, Relationship Testing Standards Program Unit	2008 – Present
American Association of Blood Banks (AABB), Chairman, Relationship Testing Standards Program Unit	2003 – 2007
American Association of Blood Banks (AABB), Member, Relationship Testing Standards Program Unit	1998-present

PROFESSIONAL SOCIETY MEMBERSHIPS:

AABB (formerly American Association of Blood Banks)
American Society of Human Genetics (ASHG)
American Society of Clinical Pathology (ASCP)
International Society for Forensic Genetics (ISFG)

MILITARY SERVICE:

Captain, United States Air Force, Biomedical Science Corps Honorable Discharge:	1982 -1987 June 30, 1987
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PAPERS PRESENTED AND PUBLISHED IN ABSTRACT FORM: 7 Abstracts

PUBLICATIONS (PEER REVIEWED JOURNALS): 10 Articles

INVITED PAPERS, REVIEWS, BOOK CHAPTERS, ETC.: 5

YEARS OF EXPERIENCE IN PARENTAGE TESTING: 23 (since 1987)

NUMBER OF COURT QUALIFICATIONS AS EXPERT: 104

NUMBER OF STATES QUALIFIED AS AN EXPERT: 24

DIANE P. HOLT
CURRICULUM VITAE

EDUCATION: Grand Rapids Junior College
Grand Rapids, MI

Appalachian State University
Boone, NC

CURRENT POSITION:

Customer Service Manager 1989 - Present
Laboratory Corporation of America Holdings
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
Phone: 800-742-3944, extension 67552

RESPONSIBILITIES:

Manage Paternity Customer Service. Responsible for personnel and supply budget, making policy decisions for area, interact and communicate upper management decisions, oversee phlebotomy payments and personal issues, insure that customer service issues are addressed in contracts, work with legal, voice communication, information systems, branch managers and patient service centers to assure the highest quality of sample collection to maintain sample integrity.

**PROFESSIONAL
EXPERIENCE:**

Mid-Atlantic Regional Technical Trainer 1988-1989
Roche Biomedical Laboratories, Inc.
Burlington, NC

RESPONSIBILITIES:

Developed and implemented an Employee Orientation Program for all technical and non-technical employees. Certified Train the Trainer by Learning International in Interaction Management and Targeted Selection. Provided classroom instruction for company sponsored programs on Phone Skills, Customer Satisfaction, and Time Management. Developed and maintained yearly supply budget.

DIANE P. HOLT
CURRICULUM VITAE

Continuing Education:

1990 Salary Planning Workshop	1997 Power Point
1990 Paternity Evaluation	1997 Managing in a Non-union Environment
1991 NCSEA Paternity Establish: Issues for the 90s	1997 Sexual Harrassment
1991 Paternity Case flow	1997 Understanding Yourself and Others
1992 Equal Employment Update	1998 Alamance Co. Child Supp Overview
1992 Humoral Sensitization To HLA	1998 Customer Delight
1992 Calculations and Gene Frequencies	1998 EEO/Affirmative Action
1992 Train the Trainer Conference	1998 Excel 5.0
1993 Chemiluminescence	1998 Forensic Science
1993 Excellent Manager	1998 Problem Sheet Protocol
1993 Paternity Case flow	1998 Windows
1993 Paternity Case Prep	1998 Workers Comp/Ergonomics
1993 Quality Service Skills	2001 Great Supervision
1994 Basic Windows	2001 Motivation
1994 Microsoft Word	2003 Annual EHS Training
1994 Microsoft Excel Introduction	2004 AABB Annual Report Summary
1994 Paternity Collection Issues	2004 Bone Marrow Transplant Overview
1995 Developing Top Performers	2004 CPR
1995 Team Building	2004 Guatemalan Adoption
1997 Customer Service Computer Training	2004 Hot Topics in Paternity Testing Nat'l Child Support Enforcement Assoc.
1997 Dr. Mason Customer Service Q&A	2004 Informed Consent
1997 H/R Policy Training	2004 Yes, We Can

ANGIE R. MILLER
CURRICULUM VITAE

EDUCATION:

Alamance Community College
Completion of several college courses

CURRENT POSITION:

April 2006 - Present

Contract Manager/Account Representative
DNA Identification Testing Division
Laboratory Corporation of America Holdings
Burlington, North Carolina

RESPONSIBILITIES:

Prepare and submit, within required time frames, proposals in response to bid solicitations received via internet, mail, and email. Execute contracts, contract renewals and extensions. Provide proper insurance certificates and endorsements as required by contracts, as approved by Risk Management and Legal Council. Prepare and execute Laboratory Service Agreements for clients when business is acquired without going through a competitive bid process. Prepare response(s) to corrective action(s) plan when necessary. Travel to and participate in pre-bid meetings when applicable. Travel to and participate in client meetings, contract reviews, contract service audits, and monthly/quarterly/annual client meetings as required. Prepare and implement contract transition plans for gained/lost business. Prepare and submit various monthly/quarterly/annual reports as required by contract. The DNA Identification Testing Division has four business units, nationwide, they include Paternity Testing, Felon Databasing, Forensic Testing, and HLA Testing. Additionally I am the Account Representative for the HLA business unit within the Division. Responsibilities include: the sale of the HLA buccal swab collection kit to clients, (In 2007, I negotiated a sale of 400,000 buccal swab collection kits to the largest client in the HLA business), up sale of HLA tests, maintain current business, follow up on new client leads, account set up, maintain pricing, maintain test numbers, maintain CPT codes, utilization reports, as well as client relations. I attend conferences and travel to client's offices for meetings, sales and maintenance. Maintain personnel records and perform quarterly and annual reviews. Communicate effectively with many levels of management within the Corporation such as Risk Management, Legal Council, Corporate Human Resources, and the Compliance Department.

MARCUS DION HOWARD
CURRICULUM VITAE

EDUCATION:

Barber Scotia College
Concord, North Carolina
Degree in Business Administration
Concentration in Marketing and Accounting

CURRENT POSITION:

Regional Account Executive December 2012 - Present
Laboratory Corporation of America Holdings
DNA Identification Testing Division
Burlington, North Carolina

RESPONSIBILITIES:

Responsible for the acquisition and retention of existing accounts within a geographical territory. This includes DNA paternity testing services; forensic testing services; and convicted offender to doctors, hospitals, laboratories, private attorneys, prosecuting attorneys, child support agencies, and government agencies; introducing new and enhanced services and/or products; implementing state and regional contracts; training new clients; and planning participation in local, state, Regional and national conferences.

EXPERIENCE:

Account Manager July 2007-December 2012
Laboratory Corporation of America Holdings
DNA Identification Testing Division
Burlington, NC

Responsibilities included: arranging phlebotomy coverage, training seminars, account management, case status and responding to billing inquiries, and acquisition of draw sites. This position required a high level of organizational skills and excellent communication, both oral and written. This is demonstrated by daily interaction with management, laboratory and clients.

Account IAS /Sales July 2005 – June 2007
Laboratory Corporation of America Holdings
Atlantic Sales Division
Burlington, NC

Worked with accounts that were currently using our lab as well as converting accounts that were using our competition.

UWE HEINE, Ph.D.
CURRICULUM VITAE
(Abbreviated)

EDUCATION: Ohio Wesleyan University
Delaware, OH 43015
Bachelor of Arts (Bacteriology and Botany) 1979

Indiana University
Master of Arts (Microbiology) 1982

Indiana University
Doctor of Philosophy (Microbiology) 1985

CURRENT POSITION:

Associate Vice President 2008 – present
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
Phone: 800-742-3944, extension 67308
heineu@LabCorp.com

Job description: Molecular assay development and validation, test result review, technical troubleshooting, accreditation compliance, quality control, customer support, business development, other duties as required.

FORMER APPOINTMENTS:

Technical Director, Department of HLA/Paternity Evaluation,
Laboratory Corporation of America Holdings, Burlington, NC 2000 – 2008

Director of DNA Analysis, Department of HLA/Paternity
Evaluation, Laboratory Corporation of America Holdings
Burlington, NC 1993 – 2000

Associate Director, DNA Probe Laboratory, Department
of HLA/Paternity Evaluation, Roche Biomedical Laboratories,
Burlington, NC 1989 - 1993

Postdoctoral Research: Structural and Genetic Analysis of
the Origin of Replication in Simian Virus 40 (SV40) DNA.
Dr. Melvin L. DePamphilis, Advisor. Department of Biological
Chemistry, Harvard Medical School, Boston, MA, continued
at the Roche Institute of Molecular Biology, Nutley, NJ 1985 – 1989

Doctoral Thesis: Analysis of DNA Surrounding the Vitellogenin
Genes of *Caenorhabditis elegans*. Dr. Thomas Blumenthal, Advisor.
Indiana University, Bloomington, IN 1982 – 1985

UWE HEINE, Ph.D.
CURRICULUM VITAE
(Abbreviated)

FORMER APPOINTMENTS: (cont.)

Master's Thesis: The Effect of RNA Phage Infection on the Synthesis of Polypeptides in *Escherichia coli*. Dr. Thomas Blumenthal, Advisor. Indiana University, Bloomington, IN 1979 - 1982

Undergraduate Research: The Use of Scanning Electron Microscopy in the Taxonomy of the *Bromeliaceae*. Dr. Charles Krause, Advisor. U.S.D.A. Laboratory, Delaware, OH 1978

AWARDS:

Bayard Floyd Fellowship 1980 and 1981

Roche Institute of Molecular Biology Fellowship 1986 - 1989

Corporate Achievement Award, Roche Biomedical Laboratories 1993

U.S. Patent #5,466,603, Temperature Regulated DNA Hybridization Chamber 1995

Chairman's Award, Laboratory Corp. of America, Holdings 2001

Principal Investigator, National Marrow Donor Program contracts for DNA based HLA typing of Registry Donors 1997 – present

CERTIFICATIONS:

Qualified Laboratory Director, Histocompatibility, Paternity/Identity, Blood Genetic Markers, DNA Testing, HLA Testing. New York State Department of Health

TEACHING EXPERIENCE:

Associate Instructor in Microbiology, Indiana University 1979 and 1980

Associate Instructor in Virology and Tissue Culture, Indiana University. 1980 and 1981

PUBLICATIONS (PEER REVIEWED AND INVITED): 21

PAPERS PRESENTED AND PUBLISHED IN ABSTRACT FORM: 13

NUMBER OF STATES IN QUALIFIED AS AN EXPERT: 4

MEETINGS ATTENDED/INVITED TO ATTEND: 37

GARY MICHAEL STUHMILLER, Ph.D.
CURRICULUM VITAE
(Abbreviated)

EDUCATION: Cornell University, Ithaca, NY,
Bachelor of Science (Microbiology), 1972

State University of New York at Buffalo, NY,
(Physical Chemistry)

Duke University, Graduate School, Durham, NC,
Doctor of Philosophy (Immunology) 1976

Duke University Medical Center, Durham, NC,
Post-Doctoral Fellowship (Tumor Virology)

Scripps Clinic and Research Foundation, LaJolla, CA
Immunochemistry)

LICENSURE AND CERTIFICATION:

New York State Department of Health
Laboratory Director in Histocompatibility and
Paternity/Identity Testing
Certificate of Qualification No.: CPQ20036

CURRENT POSITION:

Director
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
Phone: 336-436-7306
Fax: 336-436-7384

UNIVERSITY APPOINTMENTS:

Research Associate, Assistant Professor, 1977-1989
Duke University Medical Center
Department of Surgery
Durham, NC 27710

Research Biologist, 1982 - 1987
Durham Veterans Administration Hospital
Durham, NC 27705

GARY MICHAEL STUHMILLER, Ph.D.
CURRICULUM VITAE
(Abbreviated)

PROFESSIONAL SOCIETY MEMBERSHIPS:

American Association of Immunologists
American Society for Histocompatibility and Immunogenetics
American Association for Cancer Research
National Child Support Enforcement Association (NCSEA)
Corporate Speaker Bureau

PUBLICATIONS (PEER REVIEWED AND INVITED):	30+ Articles
YEARS OF EXPERIENCE IN PARENTAGE TESTING:	15 Years
NUMBER OF COURT QUALIFICATIONS AS EXPERT:	200 +
NUMBER OF STATES IN WHICH QUALIFIED AS AN EXPERT:	29 States

KARL-HANS WURZINGER, Ph.D.
CURRICULUM VITAE
(Abbreviated)

EDUCATION:

State University of New York, Syracuse, NY Bachelor of Science (Zoology)	1971
Syracuse University, Syracuse, NY Bachelor of Science (Forestry)	1971
State University of New York, Syracuse, NY Master of Science (Zoology)	1974
Syracuse University, Syracuse, NY Master of Science (Forestry)	1974
University of Michigan, Ann Arbor, MI Doctor of Philosophy (Zoology)	1980

CURRENT POSITION:

<i>Director</i>	May 1987 to Present
DNA Identification Testing Laboratory Corporation of America Holdings 1440 York Court Burlington, NC 27215 Phone: 800-222-7566 extension 67313 Fax: 336-436-7384	

RESPONSIBILITIES:

Primary functions are to interpret, evaluate, and certify genetic test results in cases of disputed parentage. I have evaluated many thousands of Paternity cases. In addition I have been qualified as an Expert Witness and have testified in numerous paternity cases in more than 15 different States.

TECHNICAL

EXPERIENCE: Parentage Evaluation utilizing DNA (RFLP and PCR Methodologies), as well as traditional (ie., non-DNA) genetic marker systems.

PROFESSIONAL APPOINTMENTS:

Research Associate, Department of Human Genetics University of Michigan Medical School	1979-1987
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YEARS OF EXPERIENCE IN PARENTAGE TESTING: 26 years

NUMBER OF COURT QUALIFICATIONS AS EXPERT: 100 +

NUMBER OF STATES IN WHICH QUALIFIED AS AN EXPERT: 15 +

LLOYD CHARLES OSBORNE
CURRICULUM VITAE
(Abbreviated)

EDUCATION: UCLA
Bachelor of Arts (Bacteriology) 1972

University of Texas Medical Branch
Graduate School of Biomedical Science
Master of Arts (Microbiology) 1977
Doctor of Philosophy (Immunology) 1979

LICENSURE AND CERTIFICATION:

New York: Laboratory Director, Histocompatibility, Paternity/
Identity Testing, Engraftment Monitoring
Certificate of Qualification No.: CQP7624

CURRENT POSITION:

Director
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
Phone: 800-742-3944 Ext. 67312
Fax: 336-436-7384 (FAX)

FORMER APPOINTMENTS:

Microbiologist 1979 - 1987
Food and Drug Administration
Center for Food Safety and Applied Nutrition,
Cincinnati, Ohio

PROFESSIONAL SOCIETY MEMBERSHIPS:

AABB (Formerly American Association of Blood Banks)
American Society of Histocompatibility and Immunogenetics

PAPERS PRESENTED AND PUBLISHED IN ABSTRACT FORM: 7 Articles
PUBLICATIONS (PEER REVIEWED AND INVITED): 14 Articles
YEARS OF EXPERIENCE IN PARENTAGE TESTING: 18 Years
NUMBER OF COURT QUALIFICATIONS AS EXPERT: 234
NUMBER OF STATES IN WHICH QUALIFIED AS AN EXPERT: 33

RUTH PETZOLD KOESTER
CURRICULUM VITAE
(Abbreviated)

EDUCATION: Cornell University
B.S (Biological Sciences)
Ithaca, NY 1987

North Carolina State University
Ph.D. (Genetics)
Raleigh, NC 1992

LICENSURE AND CERTIFICATION:

Diplomat 2002
American Board of Histocompatibility and Immunogenetics

Laboratory Director
New York State Department of Health

**PROFESSIONAL
EXPERIENCE:**

Director August 1999 – Present
DNA Identity Testing Department
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
Phone: 800-742-3944 extension 67310
Fax: 336-436-7384

Associate Director August 1995 – August 1999
Laboratory Corporation of America Holdings
Burlington, NC

Director May 1995 – August 1995
Genetic Design, Inc.
Greensboro, NC

Associate Director December 1992 – May 1995
Genetic Design, Inc.
Greensboro, NC

Graduate Student/Research Fellow 1987 - 1992
North Carolina State University,
Raleigh, NC

Graduate Teaching Assistant 1990
North Carolina State University,
Raleigh, NC

RUTH PETZOLD KOESTER
CURRICULUM VITAE
(Abbreviated)

HONORS:	National Science Foundation Graduate Fellow	1987 – 1990
	McKnight Foundation Fellow	1990 – 1992
	Cornell Tradition Academic Fellow	1985 – 1987
	National Merit Scholar	1983
	Phi Kappa Phi, inducted	1987
	Sigma Xi, inducted	1994

PROFESSIONAL ASSOCIATIONS:

American Society of Histocompatibility and Immunogenetics

PUBLICATIONS (PEER REVIEWED AND INVITED):	15 Articles
YEARS OF EXPERIENCE IN PARENTAGE TESTING:	10
NUMBER OF COURT QUALIFICATIONS AS EXPERT:	50
NUMBER OF STATES IN WHICH QUALIFIED AS EXPERT:	18

CYNTHIA JANE TAVES, Ph.D.
CURRICULUM VITAE
(Abbreviated)

EDUCATION: University of Wisconsin at Eau Claire
Bachelor of Science 1973

Marquette University
Master of Science (Immunology) 1978

The Medical College of Wisconsin
Doctor of Philosophy (Immunochemistry) 1987

American Board of Histocompatibility and
Immunogenetics Diplomate 2004

CURRENT POSITION: *Director*
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
Phone: 800-222-7566 extension 67546
Direct Phone: 336-436-7546
Fax: 336-436-7384

RESPONSIBILITIES:

Perform initial and final technical review of parentage testing data for accuracy and completeness. Perform computer aided and manual calculations of parentage indices. Refer repeat samples back to the laboratory for additional testing. Prepare final reports. Perform final technical review of HLA class I and class II data for accuracy and completeness to ensure that it meets all quality control and assurance requirements. Review and verify STR data for engraftment monitoring. Report results of all samples to client. Participate in corporate quality improvement programs.

PROFESSIONAL

EXPERIENCE: Manager; Quality Assurance and Regulatory Affairs
Pel-Freez Clinical Systems 1997-1999

Research Associate
Pel-Freez Clinical Systems 1989-1997

Research Technologist/ Fellow
The Medical College of Wisconsin
Department of Microbiology 1982-1986

Senior Research Technologist
The Medical College of Wisconsin
Midwest Children's Cancer Center
At Children's Hospital 1979-1982

Research Technologist
Mt. Sinai Medical Center 1977-1979

CYNTHIA JANE TAVES, Ph.D.
CURRICULUM VITAE
(Abbreviated)

UNIVERSITY APPOINTMENTS:

Instructor Marion College Division of Math and Sciences	1988-1989
Instructor Alverno College Division of Life Sciences	1987
Invited Professor Instituto Nacional De Diagnostico Y Referencia Epidemiologicos, Mexico City, Mexico	1993, 1994, 1995 1996, 1997, 1998
Invited Lecturer First Practice and Theory Course on Actualization in Histocompatibility, Lima, Peru	1995

QUALIFICATIONS:

New York State Department of Health, Certificate of Qualification in Histocompatibility, Paternity/Identity Testing, Transplant Monitoring (Limited to Engraftment), Genetic Testing, (limited to Molecular for Zygoty and HLA susceptibility)

PROFESSIONAL SOCIETY MEMBERSHIPS:

American Society for Histocompatibility and Immunogenetics
(ASHI Board member 2013-2016 term)
(ASHI Representative to AABB Molecular Standards Committee)
AABB (formerly American Association of Blood Banks)
European Foundation for Immunogenetics

PUBLICATIONS (PEER REVIEWED AND INVITED):	2 Articles
PAPERS PRESENTED AND PUBLISHED IN ABSTRACT FORM:	5 Articles
YEARS OF EXPERIENCE IN PARENTAGE TESTING:	13 Years
NUMBER OF COURT QUALIFICATIONS AS EXPERT:	Eleven

QUALIFIED AS AN EXPERT IN THE FOLLOWING STATES AND TERRITORIES: AK, CA, IL, IN, MN, MO, NC, WI, WY and GUAM

MICHAEL WAYNE SCHMIEDERER
CURRICULUM VITAE
(Abbreviated)

EDUCATION: Palm Beach Community College, Central Campus 1987-1989
Lake Worth, Florida
A. A. Biological Sciences

Florida Atlantic University 1989-1991
Boca Raton, Florida
Bachelor of Science (Medical Technology)

University of South Florida, College of Medicine 1996-2002
Dept. of Medical Microbiology and Immunology
Tampa, Florida
Doctor of Philosophy, (Molecular Bacteriology)

CURRENT POSITION: *Director*
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, North Carolina 27215
Phone: 1-336-436-3723
Fax: 1-336-436-7384
Schmiem@LabCorp.com

ACADEMIC APPOINTMENTS:

Instructor, Texas A&M University at Galveston
Instructor, Galveston College
Adjunct Instructor, University of Texas Medical Branch at Galveston

LICENSURE AND CERTIFICATION:

Medical Technologist (1996)
American Society of Clinical Pathologists

SOCIETIES AND PROFESSIONAL ASSOCIATIONS

Associate Member, American Society of Clinical Pathologists
Member, American Association for the Advancement of Science

PUBLICATIONS IN PEER REVIEWED JOURNALS: 6 Articles

ABSTRACTS PRESENTED: 13 Abstracts

JERRY D. JONES
CURRICULUM VITAE

EDUCATION: Virginia Polytechnic Institute and State University 1979
Blacksburg Virginia
Bachelor of Science Degree (Biology)

CURRENT POSITION:

Laboratory Manager 1995-Present
Paternity / Bone Marrow Department
DNA Identification Testing Division
Laboratory Corporation of America Holdings
Burlington, North Carolina

RESPONSIBILITIES:

Manages the technical and non-technical aspects of the laboratory. Provides overall direction to areas of responsibility and ensures consistent application of testing procedures. Review and maintain company and departmental policies, procedures, plans, and objectives: ensure that they are fully understood – properly implemented and interpreted by the department staff. Assist in resolving major operational and technical problems of the department. Oversee the quality control – quality assurance program, as well as, safety. Assist in ensuring efficient and cost effective operation while maintaining an annual operating budget.

**PROFESSIONAL
EXPERIENCE:**

- Laboratory Administrator 1992-1995
Paternity / Bone Marrow Department
Laboratory Corporation of America Holdings

RESPONSIBILITIES: Administrates over all aspects of technical operation of the Laboratory to include RBC, HLA, Bone Marrow, Electrophoresis and DNA testing. Maintain efficient and cost effective operation of department through adequate personnel and equipment. Review and approve all personnel actions and maintain operating/capital budgets for the department.

- Supervisor - DNA Paternity 1988-1992
Roche Biomedical Laboratories, Inc.
Burlington, North Carolina

RESPONSIBILITIES: Development and operation of clinical laboratory for paternity evaluation, utilizing DNA probe technology. Specifically, restriction fragment length polymorphism analysis (RFLPs) and Polymerase Chain Reaction (PCR) with amplified fragment length polymorphisms (AMPFLPs).

TECHNIQUES AND SKILLS: Amplification, acrylamide electrophoresis, silver staining.

JERRY D. JONES
CURRICULUM VITAE

**PROFESSIONAL
EXPERIENCE: (cont.)**

- Group Leader 1985-1988
Department of Molecular Genetics
Roche Biomedical Laboratories, Inc.
Burlington, NC

RESPONSIBILITIES: Research and development for RFLP testing.

TECHNIQUES AND SKILLS:

Data basing, Restriction endonuclease digestion, agarose gel electrophoresis, hybridization, southern blotting, electroblotting, labeling, plasmid preparations.

- Senior Technologist 1982-1985
Roche Biomedical Laboratories, Inc.
Burlington, NC
- Technologist 1981-1982
Roche Biomedical Laboratories, Inc.
Burlington, NC
- Laboratory Technician 1980-1981
Ashe Memorial Hospital West Jefferson
Jefferson, NC

RESPONSIBILITIES: Encompassing all hospital laboratory procedures.

KATHY ANN VONCANNON
CURRICULUM VITAE

EDUCATION: Appalachian State University 1980
Boone, NC
Bachelor of Arts- Biology, Physics (Minor)

CURRENT POSITION: *Supervisor, DNA Paternity*
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
(800) 742- 3944

RESPONSIBILITIES: Schedule work flow of the DNA Lab. Troubleshoot technical problems as they arise and help implement changes to resolve these problems.

**PROFESSIONAL
EXPERIENCE:**

Group Leader, DNA Paternity April 1992 – October 1995
Roche Biomedical Laboratories, Inc.
Burlington, NC

Senior Technologist, DNA Paternity July 1990-April 1992
Roche Biomedical Laboratories, Inc.
Burlington, NC

Supervisor November 1988-July 1990
Genetic and Reproductive Evaluation
Roche Biomedical Laboratories, Inc.
Burlington, NC

Group Leader February 1987 – November 1988
Electrophoresis Paternity Department
Roche Biomedical Laboratories, Inc.
Burlington, NC

Laboratory Technologist April 1986-January 1987
Roche Biomedical Laboratories, Inc.
Burlington, NC

Chemical Laboratory Technician April 1981–September 1984
(Battery Manufacturing)

KATHY ANN VONCANNON
CURRICULUM VITAE

EDUCATION: Appalachian State University 1980
Boone, NC
Bachelor of Arts- Biology, Physics (Minor)

CURRENT POSITION: *Supervisor, DNA Paternity*
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
(800) 742- 3944

RESPONSIBILITIES: Schedule work flow of the DNA Lab. Troubleshoot technical problems as they arise and help implement changes to resolve these problems.

**PROFESSIONAL
EXPERIENCE:**

Group Leader, DNA Paternity April 1992 – October 1995
Roche Biomedical Laboratories, Inc.
Burlington, NC

Senior Technologist, DNA Paternity July 1990-April 1992
Roche Biomedical Laboratories, Inc.
Burlington, NC

Supervisor November 1988-July 1990
Genetic and Reproductive Evaluation
Roche Biomedical Laboratories, Inc.
Burlington, NC

Group Leader February 1987 – November 1988
Electrophoresis Paternity Department
Roche Biomedical Laboratories, Inc.
Burlington, NC

Laboratory Technologist April 1986-January 1987
Roche Biomedical Laboratories, Inc.
Burlington, NC

Chemical Laboratory Technician April 1981–September 1984
(Battery Manufacturing)

BRIAN G. GRAJZAR
CURRICULUM VITAE

EDUCATION: University of Georgia 1995
Bachelors of Science, Biology
Cum Laude Graduate

Elon University 2002
Masters in Business Administration
MBA Student of Year Finalist
Honor Graduate

CURRENT POSITION: June 2012 - Present
Associate Vice-President & General Manager
DNA Identification Testing Division
Laboratory Corporation of America Holdings
1440 York Court Extension
Burlington, NC 27215
(800) 742-3944 Extension 67301
brian_grajzar@labcorp.com

CURRENT RESPONSIBILITIES: Financial management and business development responsibilities for both national and global markets. Responsible for direct selling of DNA paternity testing services; forensic testing services; and bone marrow tissue-typing services to doctors, hospitals, laboratories, private attorneys, prosecuting attorneys, child support agencies, and government agencies; direct targeted marketing efforts for new and existing accounts; introducing new and enhanced services and/or products; implementing state and regional contracts; training new clients; and planning participation in local, state, regional and national conferences.

PREVIOUS EXPERIENCE: LabCorp; Sales Director: Jun 2009 – June 2012

Carolina Biological Supply Company; 1995 – 2004
Directed sales/marketing campaigns for new markets:
Physiology, Life & Environmental Sciences,
Protozoology Cultures, and Biotechnology

HONORS & AWARDS: Elon University Center for Environmental Studies
President – Board of Directors
(2002 – Present)

America’s Registry of Outstanding Professionals
(2002 – 2004)

Authored and published periodical article
(*Carolina Tips* – March 2000)

DAVID S. NORRIS
CURRICULUM VITAE

EDUCATION:

Alamance Community College
Graham, NC
A.A.S., Business Data Processing 1982

CURRENT POSITION:

Director, Information Systems 2000-Present
DNA Identification Testing
Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215
336-436-7315
norrisd@labcorp.com

RESPONSIBILITIES:

Manage software development group responsible for support of DNA Identification Testing division of LABCORP including: Preparation of annual budget, project management, quarterly employee reviews, provide weekly project status reporting to IS management, enforce adherence to a software development life cycle insuring code quality and timely completion of projects, coordinate efforts with other IS departments in order to development, implement and support lab system software in support of Identity Testing.

**PROFESSIONAL
EXPERIENCE:**

Senior Programmer Analyst 1999-2000

Assisted in Y2K analysis. Convert applications to Y2K compliant version of Powerbuilder and Win 95. Evaluate date sensitive code.
Environment: Powerbuilder 6.5, Sybase SQLServer 10.x/11.x, Win95

Senior Programmer Analyst 1996-1999

Managed conversion of current PC based host interface system to Unix environment. Supervised development/support team for host interface system, responsible for UTS software conversion to UNIX, Y2K compliance, support.
Environment: MicroFocus '85 COBOL, DOS and UNIX SVR4

DAVID S. NORRIS
CURRICULUM VITAE

**PROFESSIONAL
EXPERIENCE: (Cont.)**

Programmer Analyst 1992 -1996

Involved w/ client server application development, mainframe application maintenance and support and development on remote interface applications for Patient Service Centers.

Environment: Sybase relational database, Powerbuilder MS Access, MS Visual Basic, MicroFocus '85 COBOL '74 COBOL for Unisys mainframe and UTS

Senior Programmer 1987-1992

Participated in development of PC based Branch System. This system enables remote Branch locations to interface the company's laboratory system while providing off-line capabilities as well.

Environment: MicroFocus '85 COBOL

Programmer I 1985 - 1987

Performed maintenance programming and new program development on the financial / billing system.

Environment: MVS COBOL, CICS COBOL for IBM mainframe

Computer Operator, ISO 1984 - 1985

Provided weekend operations for the company's laboratory system working Saturday and Sunday nights, 12 to 16 hours. Also began programming with the MIS financial system three days during the week.

Environment: Unisys 1100 mainframe, MVS COBOL

SRJ



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

Nicholas A. Toumpas
Commissioner

Mary S. Weatherill
Director

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

6/20/12 # 69

May 31, 2012

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services, to enter into an agreement with Laboratory Corporation of America Holdings, 1440 York Court Extension, Burlington, North Carolina, 27215 (Vendor Code 174899) for paternity testing services in an amount not to exceed \$129,600.00 and effective July 1, 2012, or date of Governor and Council approval, whichever is later, through June 30, 2015. Funds are available in the following account for State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 and 2015, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts, if needed and justified, between State Fiscal Years:

05-95-95-957010-6128 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
COMMISSIONER, DIV. OF CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500731	Contracts for Prog Svc	95703400	\$ 43,200.00
SFY 2014	102-500731	Contracts for Prog Svc	95703400	\$ 43,200.00
SFY 2015	102-500731	Contracts for Prog Svc	95703400	\$ 43,200.00
			Total	\$ 129,600.00

EXPLANATION

This request will enable the Department of Health and Human Services, Division of Child Support Services, to enter into an agreement with Laboratory Corporation of America Holdings, to collect specimens, conduct laboratory testing, and render a paternity determination. Division of Child Support Services is responsible for the establishment and enforcement of approximately 35,136 child support cases statewide. It conducts an average of 1,350 paternity tests completed each year.

Division of Child Support Services is the State of New Hampshire agency responsible for the establishment and enforcement of child support obligations in accordance with Title IV-D of the Social Security Act. New Hampshire RSA 522:1 authorizes courts to order paternity testing in civil actions where paternity is a contested and relevant issue. 45 Code of Federal Regulations §303.5 requires state Child Support agencies to establish paternity in those child cases where paternity has not been established. The Federal Office of Child

Support Enforcement, located within the Administration for Children and Families, U.S. Department of Health and Human Services, provides direction, guidance, and oversight to state Title IV-D agencies. It also oversees a performance based penalty and incentive system within which states must provide services to Title IV-D cases. Under the incentive system, states are financially rewarded for good performance or penalized should they fail to perform at acceptable levels. One of the performance measures used to evaluate a state's performance is paternity establishment.

Should Governor and Executive Council determine not to authorize this Request for Paternity Testing Services, the Division of Child Support Services would be in violation of federal regulations requiring establishment of paternity in those cases where paternity has not been established. Failure to maintain the current ratio of paternity establishments to paternity cases received can reduce the federal incentive funds the Division of Child Support Services receives.

Competitive bids were sought for paternity testing services via Request for Proposals 12-DCSS-PT-01 posted to the Department's website on January 9, 2012. Additionally, Request for Proposals Announcement Letters were mailed to fourteen (14) potential vendors. Following publication of the Request for Proposals, Letters of Intent were received from five (5) interested vendors.

Three proposals were received by the due date of February 21, 2012. All three (3) proposals were found to be in compliance with the minimum requirements of the Request for Proposals and forwarded to an Evaluation Committee for review. The vendors who submitted these proposals were:

Laboratory Corporation of America Holdings
DNA Identification Testing Division
1440 York Court Extension
Burlington, NC 27215

DNA Diagnostics Center, Inc
One DDC Way
Fairfield, OH 45014

Paternity Testing Corporation
300 Portland Street
Columbia, MO 65201

Pursuant to the Request for Proposals, an Evaluation Committee consisting of three Division employees scored the proposals. The committee members reviewed, discussed and scored all three proposals received and recommended awarding the new contract to Laboratory Corporation of America Holdings.

Scoring of the proposals is as follows:

Rank	Price/test	Score
1) Laboratory Corporation of America Holdings	\$32	99
2) DNA Diagnostics Center, Inc	\$37	89
3) Paternity Testing Corporation	\$39	83

Support Enforcement, located within the Administration for Children and Families, U.S. Department of Health and Human Services, provides direction, guidance, and oversight to state Title IV-D agencies. It also oversees a performance based penalty and incentive system within which states must provide services to Title IV-D cases. Under the incentive system, states are financially rewarded for good performance or penalized should they fail to perform at acceptable levels. One of the performance measures used to evaluate a state's performance is paternity establishment.

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Scoring of the proposals is as follows:

Rank	Price/test	Score
1) Laboratory Corporation of America Holdings	\$32	99
2) DNA Diagnostics Center, Inc	\$37	89
3) Paternity Testing Corporation	\$39	83

In determining the scoring of the three proposals, the committee reviewed the size, location, experience and pricing of each bidder. The Laboratory Corporation of America Holdings and DNA Diagnostics Center, Inc. scores were very close before pricing was considered. Both companies are large publicly traded companies with locations established in New Hampshire. Laboratory Corporation of America Holdings' price per test was \$5 less than DNA Diagnostics Center, Inc., and this is the primary reason for its selection. Additionally, Laboratory Corporation of America Holdings' price per test in this proposal is \$5 less per test than the current contract Division of Child Support Services has with Laboratory Corporation of America Holdings. Paternity Testing Corporation's current operations primarily center in the mid-west and southern states and their proposed solution required subcontracting for sample collection in New Hampshire. That, coupled with the higher price per test, resulted in the lowest score.

The agreement includes provisions for two one-year renewals subject to concurrence of the parties and the approval of Governor and Executive Council.

Area served: statewide.

Source of funds: Federal Funds 66% and General Funds 34%.

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

Respectfully submitted,

Mary S. Weatherill

Mary S. Weatherill
Director

Approved by:

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

**Child Support Systems Maintenance & Enhancement Project
Vendor Selection Report
May 17, 2012**

Competitive bids were sought for paternity testing services via Request for Proposals 12-DCSS_PT-01 (hereinafter "RFP") posted to the Department's website on January 9, 2012. Additionally, RFP Announcement Letters were mailed to fourteen (14) potential vendors. Following publication of the RFP, Letters of Intent were received from five (5) interested vendors.

Three proposals were received by the due date of February 21, 2012. All three (3) proposals were found to be in compliance with the minimum requirements of the RFP and forwarded to an Evaluation Committee for review. The vendors who submitted proposals were:

Laboratory Corporation of America Holdings (LabCorp)
DNA Identification Testing Division
1440 York Court Extension
Burlington, NC 27215

DNA Diagnostics Center, Inc (DDC)
One DDC Way
Fairfield, OH 45014

Paternity Testing Corporation (PTC)
300 Portland Street
Columbia, MO 65201

The Evaluation Committee consisted of Marlene Lein, Staff Attorney, Ken Matthews, a Keene District Office establishment worker, and Lori Anderson, Contract Manager. The committee members reviewed, discussed and scored all three proposals received and recommended awarding the new contract to Laboratory Corporation of America Holdings.

Scoring of the proposals is as follows:

<u>Rank</u>	<u>Price/test</u>	<u>Score</u>
1) Laboratory Corporation of America Holdings	\$32	99
2) DNA Diagnostics Center, Inc	\$37	89
3) Paternity Testing Corporation	\$39	83

In determining the scoring of the three proposals, the committee reviewed the size, location, experience and pricing of each bidder. The LabCorp and DDC scores were very close before pricing was considered. Both companies are large publicly traded companies with locations established in New Hampshire. LabCorp's price per test was \$5 less than DDC, and this is the primary reason for its selection. Additionally, LabCorp's price per test in this proposal is \$5 less per test than the current contract DCSS has with LabCorp. PTC is a smaller family owned company with locations and experience primarily in the mid-west and southern states. PTC would have to subcontract out all collection activity for New Hampshire. That, coupled with the higher price per test, resulted in the lowest score.

**Child Support Systems Maintenance & Enhancement Project
Vendor Selection Report
May 17, 2012**

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Subject: Paternity Testing 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 <u>Division of Child Support Services</u>		1.2 State Agency Address <u>129 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Laboratory Corporation of America Holdings</u>		1.4 Contractor Address <u>1440 York Court Extension, Burlington, NC 27215</u>	
1.5 Contractor Phone Number <u>(800)742-3944</u>	1.6 Account Number <u>05-95-95-957010-6128</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$129,600</u>
1.9 Contracting Officer for State Agency <u>Mary Weatherill</u>		1.10 State Agency Telephone Number <u>(603) 223-4828</u>	
1.11 Contractor Signature <u>Angie R. Miller</u>		1.12 Name and Title of Contractor Signatory <u>Angie R. Miller, Contract Manager</u>	
1.13 Acknowledgement: State of <u>North Carolina</u> , County of <u>Alamance</u> On <u>4-24-2012</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] <u>Linda Hazelwood</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Linda Hazelwood Notary Public</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u>Mary Weatherill, Director</u>	
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: <u>James P. Herick, Attorney</u> On: <u>29 May 2012</u>			
1.18 Approval by the Governor and Executive Council By: <u>[Signature]</u> DEPUTY SECRETARY OF STATE JUN 20 2012			

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

Contractor Initials ARM
Date 4-24-12

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.

EXHIBIT A

Scope of Services

This Contract is between the State of New Hampshire, Department of Health and Human Services, Division of Child Support Services (hereinafter "DCSS") and Laboratory Corporation of America Holdings, (hereinafter called "the Contractor"), for the provision of paternity testing services. In consideration of the mutual agreements herein contained, the Contractor and DCSS hereby agree as follows:

1. DEFINITIONS

- a. ACF – The Federal Administration for Children and Families
- b. Alleged Father (AF) or Putative Father (PF) – A man who is contesting an accusation of paternity or wishes to establish it when a question of paternity exists.
- c. Antigen – Genetic product that is detected by immunological techniques (using antibodies).
- d. Biological Father – The man who provided the paternal genes of a child.
- e. Buccal Test – The painless removal of a sample of cells from the lining of the mouth (inside of the cheek) to obtain DNA for paternity testing.
- f. Combined Paternity Index (CPI) – An index calculated as the product of the paternity indices for each individual system tested. The CPI is the likelihood of the mother and alleged father (or a man genetically identical to the alleged father) producing the child (contributing the obligatory genes) divided by the likelihood of the mother and an unrelated man of the same race producing the child (contributing the obligatory genes).
- g. CP – Custodial Parent
- h. Conflict of Interest - A situation, circumstance, or financial interest which has the potential to cause a private interest to interfere with the proper exercise of a public duty.
- i. Cumulative Probability of Exclusion (CPE) - The average probability that a series of tests in multiple genetic systems, used in combination, will exclude a non-father from paternity. It is calculated by combining the Mean Probability of Exclusion (P) for each genetic system tested.
- j. DCSS – The Division of Child Support Services, the State of New Hampshire agency that locates payors, collects and distributes child support money, and

operates according to the guidelines of Title IV-D of the Social Security Act.

- k. DHHS – The New Hampshire Department of Health and Human Services.
- l. Direct Exclusion (Primary or First-Degree Exclusion) - When something is found in the child that is not in the child's mother, it must come from the biological father. If an alleged father does not have the factor, he is excluded.
- m. DNA (Deoxyribonucleic Acid) - A compound, which regulates all genetic systems. DNA is a genetic factor that can be tested in forensic and parentage disputes.
- n. DO – District Office; there are 11 DHHS/DCSS District Offices throughout the State of New Hampshire.
- o. Frequency Table - A table that is compiled for each genetic system tested showing the frequency of the genetic markers found in that system (example the frequency of A, the frequency of B and the frequency of O). Usually, these tables are also divided by race.
- p. Gene - A specific hereditary trait such as blood type, eye color, etc. Gene also refers to a specific DNA region. Many genes have alternate forms referred to as alleles.
- q. Genetic Marker - An inherited characteristic that can be recognized in a tested individual.
- r. GenLink® – The Contractor's on-line client computer interface that allows clients direct access to case status information via the Internet.
- s. Human Leukocyte Antigen (HLA): Genetic markers found on the surface of leukocytes (white cells).
- t. IV-D – Title IV-D of the Social Security Act, the federal law that provides the mandate and authority for DCSS to provide child support services.
- u. IV-D case – The collection of documents used to compose a child support file. Also used to describe whether a family composition is IV-D (receives IV-D establishment and enforcement services) or non IV-D (receives only Income Assignment services).
- v. Indirect Exclusion (Secondary or Second Degree Exclusion) - When something is found in the alleged father that should be passed to each of his children. If the child does not have it, the alleged father may not be the biological father. An indirect exclusion is not considered 100% conclusive, and usually before an opinion of nonpaternity can be rendered, a search is made for a second indirect or direct exclusion.

- w. NCP – Non-Custodial Parent
- x. Non IV-D case – A case file or family composition type in which the party receives only Income Assignment services.
- y. NECSES – New England Child Support Enforcement System
- z. OCSE (Office of Child Support Enforcement) – Office of Child Support Enforcement, Administration for Families and Children, part of the U. S. Department of Health and Human Services.
- aa. Paternity Index; Likelihood Ration (PI; L; LR) - For an individual genetic system it is the ratio of the chance that the mother and a man of the alleged father's phenotype produced the child (passed the obligatory gene) compared to the chance that the mother and a random man produced the child (passed the obligatory gene). It is sometimes referred to as the genetic odds in favor of paternity, given the genetic findings in the mother-child-alleged father.
- bb. Paternity Test – A test using blood group identification of a mother, child and putative father to establish the probability of paternity.
- cc. Payee – Custodial Parent
- dd. Payor – Non-Custodial Parent
- ee. Phlebotomist – A person qualified to collect blood and/or other bodily fluids for testing who is certified by one or more of the following agencies: the American Society of Clinical Pathologists (ASCP), the American Medical Technologists (AMT) or the American Association of Medical Personnel (AAMP).
- ff. Polymerase Chain Reaction (PCR) - Method of DNA analysis that amplifies a specific DNA (gene) region allowing rapid DNA analysis.
- gg. Power of Exclusion (A) - The ability of a genetic test to exclude a falsely accused man of paternity. It is dependent upon the actual genetic findings in the Mother and Child, and the ethnic backgrounds of Mother and Alleged Father.
- hh. Probability of Exclusion (P) - The average probability that a single genetic system will exclude a nonfather from paternity prior to testing, i.e., independent of the blood types of the trio tested.
- ii. Probability of Paternity (Likelihood of Paternity; Plausibility of Paternity; Relative Chance of Paternity; Probability Ratio; W) - Expressed as a frequency (or percentage), incorporating the paternity index and a prior probability, which compares the likelihood that the tested man may pass the required genes to the

likelihood that an untested random man of the same race may pass these genes.

- jj. Qualified Technician – A person qualified to administer a buccal test.
- kk. Red Cell Antigens - Genetic markers found on the surface of red cells, e.g., ABO, Rh, MNSs, Kell.
- ll. Red Cell Enzymes - Genetic markers found inside red cells responsible for cellular metabolism.
- mm. Serum Proteins - Genetic markers found floating in the blood along with red and white cells.
- nn. Spot Card - Method where blood is collected from a heel or finger stick and dropped onto a special paper for transportation to the laboratory and/or for storage.

2. PATERNITY TESTS

- a. The Contractor shall be fully capable to perform DNA testing by polymerase chain reaction (PCR-STR) and restriction fragment length polymorphism (RFLP) procedures. The testing battery for PCR-STR initially consists of twenty-one (21) genetic systems (20 autosomal loci and one gender locus).
- b. The Contractor shall provide HLA testing using PCR methodology and a variety of DNA based tests necessary to achieve the required 99.9% or greater probability of either paternity or exclusion.
- c. The Contractor shall perform non-routine tests, Red Cell Antigens (RCA), Human Leukocyte Antigens (HLA), and Red Cell Enzymes, at the request of DCSS. In order to perform such tests, blood samples must be collected.
- d. The Contractor shall provide DCSS with results, which reflect exclusions in at least three (3) genetic systems (loci) or a probability of paternity greater than 99.99% in each case.
- e. Two (2) independent specimen preparations shall be made and tested independently for each person submitted for evaluation. Three (3) of the DNA systems shall be repeated (duplicated) on each run to ensure that the independent specimen preparations give the same results. Any discrepancy shall be evaluated and appropriate testing performed to resolve the discrepancy. The Contractor shall perform this duplicate testing on all individuals submitted for testing.
- f. A known human control shall be run for each DNA polymorphism. The genetic marker band for this control must match before any interpretation is done. The results of DNA polymorphism testing shall be interpreted independently by two (2) technologists. A member of the Contractor's doctoral staff qualified to perform this

service shall review all results in a case before the results are authorized for release to DCSS.

- g. The Contractor shall perform all testing in strict accordance with the most current Standards for Relationship Testing Laboratories as published by the AABB. The Contractor shall perform DNA testing using only validated techniques and procedures that are commonly accepted within the scientific and legal communities and are accepted by the agencies accrediting the Contractor's operation, including: AABB, the American Society for Histocompatibility and Immunogenetics (ASHI), and the College of American Pathologists (CAP).
- h. The Contractor shall conduct and complete testing when the specimen of each individual involved in testing is collected at different times.
- i. The Contractor shall collect samples for parentage testing using the buccal swab specimen collection procedure. This collection procedure shall be non-invasive. The instrument used to collect a buccal swab shall be a cotton swab, or its equivalent. The procedure used shall involve gently stroking the lining of the inner cheek of the mouth (buccal mucosa) with the applicator. Not less than four (4) swabs shall be collected from each individual in a case. Two (2) swabs shall be used for initial testing and the remaining two (2) swabs shall be stored for seven (7) years for possible extended testing or, if submitted, testing in additional cases.
- j. The Contractor's buccal swab kit shall be color-coded: pink swabs for the mother, yellow swabs for the child, and blue swabs for the alleged father. These color-coded swabs shall be wrapped with a matching color-coded label containing the collected parties' name. The label also shall indicate if the sample is from the mother, child or alleged father. These labeled swabs shall be placed in matching color-coded envelopes. When received in the Contractor's laboratory, the envelopes shall be verified to make sure the colors all match. If they do not match, an explanation shall be sought. If no satisfactory response is obtained, DCSS shall be notified and the samples shall be re-collected.
- k. The Contractor's collection kit shall have the following features to ensure proper specimen collection and integrity: printed instructions, tamper resistant packaging, and a chain-of-custody procedure. Each individual packaging pouch and each pre-addressed shipping envelope shall be equipped with tamper evident seals.
- l. The Contractor shall provide all supplies required for specimen collection, party identification, and specimen packaging and transportation. These supplies shall include, but not be limited to:
 - i. Specimen collection kits (buccal swab and, as necessary, blood collection)
 - ii. Client Authorization/Chain of Custody Form (available in English and Spanish)
 - iii. Chain of Custody Verification Form
 - iv. Shipping Containers

- v. Pre-printed, pre-paid air bills and mailers for overnight carrier
 - vi. Instant camera and film
 - vii. Thumbprinting supplies
 - viii. Gloves
 - ix. All other supplies, as needed (i.e., pens, stapler, tape, etc.)
- m. The Contractor shall utilize quality control protocols that have been inspected and approved by the AABB, American Society for Histocompatibility and Immunogenetics (ASHI), and the College of American Pathologists. The Contractor shall participate in proficiency testing programs sponsored by the College of American Pathologists, or its successor. The Contractor's quality control and quality assurance programs shall include, but not be limited to:
- i. Color-coded buccal swabs, with matching color-coded labels and color-coded envelopes.
 - ii. Double blind testing of all samples.
 - iii. An initial test battery that will detect on average 99.99999% of falsely accused men.
 - iv. Extensive additional genetic markers to resolve difficult cases.
 - v. An average probability of paternity of 99.999999%
 - vi. The majority of cases with a combined paternity index greater than one billion to one (1,000,000,000 to 1).
 - vii. Opinions of non-paternity based on three (3) or more inconsistencies.
 - viii. Computer review of various quality control checks and warning messages, when appropriate.
 - ix. Duplicate review of all cases.
 - x. Final review by qualified scientists (Ph.D.)
 - xi. Regular participation in continuing education programs.
 - xii. Full time quality control/quality assurance supervisors.
 - xiii. Internal proficiency testing program.
 - xiv. Participation in multiple external proficiency programs
- n. The Contractor shall employ methodologies to be used in interpreting the PCR/STR results from the collected tissue samples summarized as follows:
- i. Two (2) independent specimen preparations are made and tested independently for each person submitted for evaluation. A known human control is run for each DNA system. Three (3) of the DNA systems are repeated (duplicated) on each run to ensure that the independent specimen preparations give the same results. Two (2) independent humans review the results of each run. A computer then compares the findings from that review. The computer indicates any discrepancy in the interpretation of the reviewed results, and any discrepant results are re-reviewed for accuracy. The Contractor shall perform duplicate testing on all individuals submitted for testing.

- ii. Calculations shall then be made using a validated computer system. The calculations shall be made using the Contractor's collection of frequency tables. All of the Contractor's frequency tables shall be of sufficient size to exceed the standards of the AABB.
- iii. The case folder containing the chain of custody forms, any technical notes and the summary calculations shall then be forwarded to the Contractor's staff of doctoral scientists (Ph.D.) for review. A qualified doctoral scientist shall then check the results of the testing including any discrepancies noted by the computer, and shall order additional testing if needed. Only when there is certainty of the quality of the results shall a final result be issued.
- iv. If the putative father is excluded, the opinion of non-paternity shall be based on at least three inconsistencies between the putative father and the child. When the mother, child and alleged father are tested, these cases shall all have four (4) or more exclusions. When the testing is completed and a Director finds an exclusion as part of the review process, the computer shall automatically rearrange the sample results to determine if the exclusions go away. If the computer switching process produces a case with no exclusions, testing shall be repeated or continued until the exclusions do not go away upon switching. If after review and additional testing switching still results in no exclusions, DCSS shall be notified and the samples shall be re-collected to confirm that no switch occurred during sample collection.
- v. If the putative father is not excluded, the report shall provide a minimum probability of paternity of 99.99% (combined paternity index of 10,000:1).
- o. The Contractor shall monitor the accuracy and precision of its testing by performing procedures in a double blind manner. Also included shall be testing of the gender of each sample, computer tracking of various quality control samples, checks for possible switching of samples at the time of collection, the use of testing with a 99.999% average power of exclusion and review by qualified staff. Statistical calculations shall be made using standard formulas as provided in AABB current standards. The Contractor shall have frequency tables for all racial ethnic groups as well as subgroups of that listing. After testing is completed, all paperwork, documents and results shall be reviewed for correctness and the chain of custody documents shall reviewed again for completeness prior to returning the report and documents to DCSS.

3. TEST LOCATIONS

- a. The Contractor shall collect samples in not less than one location in each of the ten (10) New Hampshire counties and other locations approved by DCSS. The Contractor shall locate, obtain and identify collection sites. The Contractor shall provide a list of the addresses of test locations. Collection sites shall be approved in advance by DCSS. If the need arises for additional sites or a change in the location of

a site, the Contractor will find and identify new sites and request approval of such sites from DCSS. The Contractor shall notify DCSS of any changes in location within thirty (30) days of such change.

4. SCHEDULING, IDENTIFICATION AND NOTIFICATION

- a. The collection schedule shall be arranged within each of the ten (10) counties and with each DCSS District Office based on the volume of specimens to be collected each month. The Contractor's Account Manager, Antoinette Surgeon, shall be responsible for scheduling, coordinating and confirming dates and times with the phlebotomists and DCSS District Office staff. Ms. Surgeon may be contacted at (800) 742-3944, Extension 67417, by fax at (336) 538-2200, by E-mail at surgeoa@labcorp.com, and by mail at 1440 York Court Extension, Burlington, North Carolina 27215.
- b. DCSS District Offices shall maintain the specimen collection appointment schedule and notify the parties of their scheduled appointment date, time and location. Prior to the first scheduled collection appointment on the designated dates, the phlebotomists shall pick up their schedules and shall be prepared to provide specimen collection services.
- c. The time frame from the date a request to schedule an appointment is received by the phlebotomist and the date the phlebotomist confirms the collection appointment shall not exceed forty-eight (48) hours. Collections for each DCSS District Office service area shall be scheduled for one (1) day per month at a minimum. The number of collection days per month may be increased as requested by DCSS.
- d. The Contractor shall provide DCSS with the services of a phlebotomist, qualified medical technician and/or other appropriate services on short notice, in emergencies, on weekends and after normal business hours as requested by DCSS. The Contractor shall respond to these requests within forty-eight (48) hours.
- e. The Contractor shall obtain and document all legal identification required for the collection of samples. Identification shall include, but is not limited to, photographing and fingerprinting each individual being tested. The Contractor's phlebotomist shall be responsible for verifying the identification of all parties. No less than one form of identification containing a photograph and no less than one other form of identification, such as a passport, shall be required at the time of specimen collection. One single form shall contain all the documentation required for specimen submission including chain-of-custody and adult party identification. Each adult party shall authorize the specimen collection by signature and the signature shall be witnessed by the phlebotomist and/or her assistant. A photograph of each individual shall be taken at the time of specimen collection. The photograph shall be attached to the Client Authorization/Chain of Custody Form. A thumbprint of each individual shall be taken and included as documentation. A notarized Chain of Custody Certification Form shall be completed. An attorney for any party may be

present as a witness. All original identification, specimen authorization and chain of custody documentation shall be returned with the Client Authorization/Chain of Custody Form to DCSS with original photographs and fingerprints attached.

- f. The Contractor shall provide DCSS with a notice of either attendance or non-attendance of the individuals scheduled for testing. The Contractor shall notify the appropriate DCSS District Office no later than the end of the day of the scheduled appointment. Notification shall be in person, or by fax, email or telephone.

5. CONTRACTOR'S STAFF

- a. The Contractor shall provide adequate numbers of professionally qualified staff for all stages of parentage testing and to perform all services specified in the Contract. All staff providing services under this Contract shall have appropriate qualifications including, but not limited to, education, training, certification, and licensing of the individuals who will collect samples and conduct tests.
- b. The Contractor shall provide staff to assist the phlebotomist in the collection of specimens in those situations where there are young children and/or more than one child present.
- c. The Contractor shall under no circumstance use an employee of the Division of Child Support Services or the Department of Health and Human Services to assist the phlebotomist and/or qualified medical technician in the collection of samples.

6. CHAIN OF CUSTODY, SPECIMEN PICK-UP AND TRANSPORTATION

- a. The Contractor shall pick up specimens and maintain a chain of custody. The chain of custody processes and procedures shall, at a minimum, include a notarized certification of the chain of custody. The Contractor's chain of custody processes and procedures shall include the following steps:
 - i. Specimens shall be collected from all parties in a case using medically accepted procedures. Buccal swabs shall be the Contractor's standard method of sampling, with the exception that other samples may be used for paternity DNA testing at the request of DCSS.
 - ii. The phlebotomist or qualified medical technician shall label each specimen with the name of the individual being collected. The phlebotomist shall use color-coded buccal swabs with matching color-coded labels and color-coded storage envelopes. In addition, each color-coded specimen label itself shall be verified by the phlebotomist's initials and date, and the individuals' or guardian's initials. The color-coded envelope shall also contain the collected person's name, signature, the date and the collector's initials.

- iii. The Client Authorization Form/Chain of Custody Form shall be completed by the person who collected the specimen. These forms shall contain the required demographic information from the persons collected, the collection location, date collected and shipped, the collector's name and the name of the person packaging the specimen.
- iv. After the specimen has been collected, all samples shall be packaged and sealed in a tamper-proof envelope by the phlebotomist or qualified medical technician to be transported from the collection facility on the same day as the collection. The completed Client Authorization/Chain of Custody Form shall be enclosed in the shipping container with the chain of custody and shall be signed and dated by the person who packaged the specimens. A witness of specimen collection shall also sign the Client Authorization/Chain of Custody Form when applicable. A Chain of Custody Certification Form shall be completed by the phlebotomist and notarized.
- v. The Contractor shall ensure that specimen packages are picked up at the collection site by a courier and/or overnight express carrier for transportation to the Contractor's testing facility in Burlington, North Carolina. The time from specimen collection to receipt at the testing facility shall be twenty-four (24) hours or less. The Contractor shall provide all the necessary supplies for shipment of the specimen packages by courier and/or commercial carrier to the testing facility.
- vi. Upon receipt at the Contractor's testing facility, the specimen shipping containers shall be examined for signs of tampering. The seals shall then be broken and the contents removed. The specimen and all accompanying documents shall be inspected for integrity and completeness. The Contractor shall complete the Chain of Custody Form upon receipt in the laboratory, with the signature of the person opening the package, the date received, an indication that the package was sealed and no obvious signs of tampering. Upon inspection of the samples an Affidavit of Receipt of Genetic Specimens shall be completed by the laboratory staff member that opens and inspects the paternity collection kit. In the event that signs of tampering are detected, and/or if the documentation is defective, DCSS shall be contacted to determine the disposition of that particular case. If all standard operating procedures have been followed and the chain of custody section is completed, the samples shall then be accessioned and testing shall commence.
- vii. During testing, the specimen shall be tracked by specimen number throughout all procedures and the final reporting of results. The names of the persons involved in the testing shall be recorded.
- viii. After testing, all paperwork and results shall be reviewed for correctness and the chain of custody documents shall be reviewed again for completeness prior

to returning the report and documents to DCSS.

- ix. All original identification, specimen authorization and chain of custody documentation shall be returned on the Client Authorization Form, including the notarized Chain of Custody Certification Form, to the DCSS with the original photographs attached when the certified report is sent.
 - x. The specimens and all documents associated with the cases shall be in the Contractor's sole custody following their receipt in the laboratory. Doors to the laboratory shall be locked at all times and access to the building shall be controlled by magnetic card entry. Access to paternity specimens and records shall require an additional magnetic card entry permitting access only by authorized paternity department personnel. The testing facility shall have twenty-four (24) hour internal and external video monitoring.
- b. The Contractor shall provide timely and secure transportation of the specimens from the collection sites to the testing facility. The phlebotomist or qualified medical technician shall be responsible for arranging the transportation of the specimens from the collection sites to the laboratory. The specimen packages shall be picked up at the collection site by courier and/or overnight express carrier for transport to the Contractor's testing facility in Burlington, North Carolina. The Contractor shall be responsible for all costs associated with transportation including, but not limited to, packaging, shipping, and handling from the point when a specimen is collected until it arrives at the test laboratory. Specimens shall be delivered to and received by the test laboratory not more than twenty-four (24) hours from collection.

7. REDRAWS AND RETESTING

- a. The Contractor shall provide recollection of buccal specimens at the request of DCSS, and/or as needed, to achieve accurate test results. The Contractor shall achieve a recollection rate that is not greater than one (1) specimen per five thousand (5,000).
- b. To minimize recollections, the Contractor shall adopt the following protocols:
 - i. adequate specimen requirements provided by collection of four buccal swabs, or one vial of blood, or two-blood-spot cards, at the first scheduled specimen collection appointment,
 - ii. specimen storage in partial cases for seven (7) years for DNA testing whenever the final parties(ies) arrive(s).
- c. The Contractor's alternative method for sample collections shall be a blood specimen collection procedure. The Contractor shall provide qualified personnel for specimen collection at mutually agreeable locations and times. Specimens shall be collected from all parties in a case using accepted procedures. The phlebotomist shall be qualified and certified in the practice of human blood collection and safety procedures

associated with this process.

- d. There shall be no charge to DCSS for the recollection and processing of specimens required to complete a case for which the specimens were originally requested. If a redraw is needed, the reason shall be specified in the redraw notice. The procedure for conducting redraws shall be the same as that of collecting original specimens.

8. ISSUANCE OF TEST RESULTS

- a. The Contractor shall establish the goal of issuing results to DCSS within fourteen (14) calendar days of the date of the last specimen collection required to complete the case. However, in no event shall the time frame from the point in time when the last specimens are collected to the point in time when the test results are received by DCSS exceed twenty-one (21) calendar days. The Contractor hereby acknowledges and agrees that cases that exceed twenty-one (21) calendar days shall be processed at no charge to DCSS. DCSS will be notified of any expected length of delay and the reasons for the delay.
- b. The Contractor shall utilize procedures to minimize turnaround time for receiving test results including, but not limited to:
 - i. Operating three (3) work shifts seven days per week.
 - ii. Maintaining sufficient staff to handle current and projected test volumes.
 - iii. Utilizing nine (9) Directors to assure that the final case review is performed in a timely fashion.
 - iv. Employing procedures in the records management section to track cases as a function of "age" and to take appropriate action to expedite case release.
- c. The Contractor shall provide DCSS with notarized reports issued by a Director. This report shall include the following at a minimum:
 - i. DCSS case number;
 - ii. Any other numbers provided by the DCSS;
 - iii. Identification of parties;
 - iv. Chain of custody documentation;
 - v. The date the sample was collected;
 - vi. Each person's phenotype as determined by the testing;
 - vii. Individual paternity index for each genetic system reported;
 - viii. The cumulative paternity index;
 - ix. The prior probability of paternity used in the calculations, and
 - x. A conclusion statement.
- d. The test result report shall provide an interpretation of the data presented as to the exclusion of paternity for the putative father. In cases of non-exclusion, results of computations for the probability of paternity for the putative father shall be presented. The Contractor shall provide at least two (2) exclusions in independent systems in all

cases in which the alleged father is determined not to be the biological father of a child. The Contractor shall provide a probability of paternity of at least 99.99% (10,000:1 CPI) in all cases in which the alleged father cannot be excluded as the natural father of a child. Extended testing, if necessary, shall consist of additional DNA analysis. The probability of paternity shall be not less than 99.99% (CPI of 1,000,000,000:1). The Contractor's test result report shall contain a conclusion statement that will state, based on the interpretation of the data, whether the alleged father can or cannot be found to be the biological father of the child(ren).

- e. Upon completion of testing and evaluation the original of all intrastate test reports with accompanying chain of custody and identifications shall be submitted, via Federal Express, to: Chief Staff Attorney, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301. Additionally, the Contractor shall make available an electronic case reporting feature that includes both the final DNA report result and chain of custody documentation through GenLink (Contractor's website accessible computer interface) for review (and downloading prior to mailing the original hard copies to the DCSS).

9. AABB

- a. The Contractor shall be fully accredited by the AABB and shall adhere to all applicable testing standards promulgated by the AABB. The Contractor shall provide verification of the accreditation of the AABB. AABB accreditation shall be maintained during the entire term of the Contract. DCSS reserves the right to terminate the Contract if AABB accreditation is not maintained.

10. CONSULTATIONS, INTERROGATORIES, DEPOSITIONS

- a. The Contractor shall provide consultations, written responses to interrogatories, written or telephone depositions, and produce written documents at the request of DCSS. Upon receiving a request for such services from DCSS, the case information shall be researched, the case file shall be located, the Director who originally reviewed the case shall be consulted, and appropriate action shall be taken. The Contractor's contact for consultations, interrogatories and depositions shall be: Ms. Angie R. Miller, Contract Manager, at (800) 742-3944, extension 67355, and email at millera@labcorp.com or Ms. Arlene Sims, Contract Administrator, at (800) 742-3944, extension 67523, and email at simsa@labcorp.com.
- b. The Contractor shall participate in the discovery process, as required by DCSS.

11. EXPERT WITNESSES

- a. Upon request by DCSS, the Contractor shall provide fully qualified expert witnesses for trials and hearings in any of New Hampshire's ten (10) counties. The following persons shall be responsible for scheduling expert testimony services: Ms. Angie R. Miller, Contract Manager, at (800) 742-3944, extension 67355, and email at

millera@labcorp.com or Ms. Arlene Sims, Contract Administrator, at (800) 742-3944, extension 67523, and email at simsa@labcorp.com. Expert witnesses shall be available to provide:

- i. courtroom testimony,
- ii. response to interrogatories,
- iii. response to discovery requests and orders,
- iv. consultation by telephone,
- v. notarized affidavits,
- vi. telephonic depositions, by special arrangement
- vii. assistance in developing examination of counter-experts who testify in a dispute, and
- viii. other services/sources as negotiated between Contractor and the DCSS.

12. INTERSTATE/INTERGOVERNMENTAL SERVICES

- a. The Contractor shall provide paternity testing services for those cases where one or more of the individuals reside in another State. The Contractor shall provide comprehensive nationwide services in interstate cases. An assigned interstate scheduling specialist shall assist in arranging collection of samples from the party and/or parties outside the State of New Hampshire, in prison, in the military and outside the United States. The Contractor shall make every effort to schedule sample collection so that samples from all parties arrive at the laboratory at the same time. The Contractor shall provide the following services:
 - i. Schedule specimen collection of the "absent" party and/or parties within 72 hours of notification;
 - ii. Forward collection kits to the appropriate collection site or agency;
 - iii. Coordinate all transportation arrangements for the specimens to be forwarded to the Contractor's laboratory;
 - iv. Confirm all arrangements with DCSS; and,
 - v. Provide a Notification of No Show Letter to DCSS within seven (7) days of the scheduled specimen collection.
- b. The Contractor shall allow DCSS direct access to request sample collections via the Internet through the Contractor's on-line client computer interface, "GenLink". GenLink shall provide the following services on-line:
 - i. complete and submit the information requesting sample collections,
 - ii. confirmation of individuals being collected, and
 - iii. send an email notification with the appointment information.
- c. The Contractor shall also offer an alternative process for interstate scheduling. DCSS may, at its option, use a Scheduling Request Form to request that an individual receive a collection location and appointment time outside of the normal collection locations and schedules locally, nationally or internationally. The Scheduling Request

Form may be faxed to the Contractor's Customer Service Team, at (800) 821-9102. The Contractor's assigned scheduling representative shall arrange for the sample collection of the parties indicated.

- d. An Appointment Letter shall be returned to DCSS indicating the appointment date, time and location. DCSS shall be notified of non-attendance for parties scheduled for specimen collection through written notification by fax within seven (7) days of the scheduled appointment.
- e. The Contractor shall provide, via Federal Express, the original of all interstate test reports with accompanying chain of custody and identification to: Supervisor, Interstate Unit, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301.
- f. The Contractor shall offer an electronic case reporting feature that includes both the final DNA report result and chain of custody documentation through GenLink (The Contractor's website accessible computer interface) for review (and downloading prior to mailing the original hard copies to the DCSS).

13. CUSTOMER SERVICES

- a. The Contractor shall provide DCSS with Customer Services staffed by qualified individuals who shall respond to inquiries from DCSS staff. This service shall include a toll free telephone number for use by DCSS staff between the hours of 8:00 a.m. and 8:00 p.m., Eastern Standard Time, Monday through Friday. The customer service support representatives can be reached by calling (800) WE-DO-DNA or (800)742-3944 or by email at dna@labcorp.com. An Account Manager shall also be available to conduct in-depth research of questions and issues raised by DCSS staff that cannot be immediately addressed by Customer Services staff. The Account Manager shall also oversee the implementation of the Contractor's genetic testing services Contract with DCSS and resolve any issues that may arise regarding these services. The designated Account Manager is Ms. Antoinette Surgeon and can be contacted at: (800)742-3944, Extension 67417.
- b. The Contractor shall provide DCSS with two (2) monthly status reports. These reports shall be sent to Sheila Wright, Management Analyst. One report shall provide the following information:
 - i. Number of full cases reported;
 - ii. Number of partial cases reported;
 - iii. Number of cases requiring extended testing;
 - iv. Percent of exclusions;
 - v. Average probability;
 - vi. Average turn around time; and,
 - vii. Number of cases reported per calendar day of the month.

A second status report shall provide the account's activity for the month at the individual case level and identify each partial case outstanding, each case reported and date sent and whether or not the alleged father was excluded. The Contractor shall further customize these reports to DCSS' specifications upon request.

- c. The Contractor shall provide a Web based on-line client computer interface that permits DCSS staff direct access to case status information via the Internet. DCSS staff shall be able to access the most current information regarding their cases. Information on the Web site shall be accessible by name, court case number, docket number and/or case number. The DCSS staff shall sign an agreement and shall be assigned a client ID and a password to submit for security verification. The Web site shall be available twenty-four (24) hours a day, seven (7) days a week. DCSS staff shall be able to view the following information:
- i. All names in a case;
 - ii. Date specimen(s) received;
 - iii. Race;
 - iv. Relationship of parties;
 - v. Tests ordered;
 - vi. Case status;
 - vii. Final results;
 - viii. Management reports; and,
 - ix. Sample Collection Scheduling Service.

14. RECORD RETENTION AND ACCESS

- a. The Contractor shall retain records of all genetic testing performed for DCSS for a period of seven (7) years. The Contractor shall provide DCSS with copies of specific test file information upon request. To obtain copies of records, DCSS should contact a representative of the Customer Service Team by calling (800) WE-DO-DNA or (800)742-3944 or by email at dna@labcorp.com. The Customer Service Team representative shall research the DCSS request, locate records, make copies and forward records to DCSS by fax and/or by first class mail within five (5) business days of the request.
- b. Upon the expiration of seven (7) years, all records, including but not limited to computer records, shall be purged and/or shredded using a certified shredding agency. The shredding agency shall provide a certificate of destruction for the records.

15. CONFIDENTIALITY

- a. During the life of the Contract, the Contractor shall adopt and enforce policies and procedures to ensure confidentiality throughout the entire testing process. DCSS reserves the right to terminate the Contract if confidentiality is breached. The Contractor's Client Authorization/Chain of Custody Form shall be designed so that confidential information can be separated from the chain of custody. The

Contractor's records and samples shall be stored in a secure facility accessible by a magnetic entry card. Records and samples shall be stored in rooms that are also secured by magnetic card entry. The Contractor's computer records shall be password protected, with various authorization levels. A list shall be maintained of the personnel who have accessed records and samples. The location of each paternity case record shall be tracked using a bar coded computer system. Employees of the Contractor shall receive appropriate training regarding confidentiality policies and procedures. Details about a case and its testing status will be discussed only with DCSS. The Contractor shall provide test results, records and all other confidential information only to persons authorized by DCSS.

16. FORMS

- a. The Contractor shall provide at its own expense all printed forms used in the performance of its duties under the Contract. The forms used by the Contractor shall include, but not be limited to, the following:
 - i. *Client Authorization/Chain of Custody Form* - The *Client Authorization/Chain of Custody Form* shall be used during the specimen collection and submission process, and shall be completed by the parties in the case and the phlebotomist or qualified medical technician.
 - ii. *Chain of Custody Verification Form* - The *Chain of Custody Verification Form* shall be completed by the phlebotomist or qualified medical technician at the time of specimen collection and shall be notarized.
 - iii. *Affidavit of Receipt of Genetic Specimens* - The *Affidavit of Receipt of Genetic Specimens* shall be completed by the Contractor's laboratory staff member who has opened and inspected the paternity collection kit and *Client Authorization/Chain of Custody Form*.
 - iv. *Paternity Scheduling Form* - The *Paternity Scheduling Form* shall be completed by DCSS and sent to the Contractor's Customer Service Team for processing.
 - v. *Appointment Letter* - The *Appointment Letter* shall be completed by the Contractor's Customer Service Team representative and returned to DCSS with confirmation of the appointment date, time and location for the individual(s) involved in an interstate case.
 - vi. *Notification of No Show Letter* - The *Notification of No Show Letter* shall be completed by the Contractor's Customer Service Team representative following a specimen collection appointment and shall indicate the non-appearance of a scheduled party. Such notification will be provided to DCSS by the end of the day of a scheduled intrastate appointment and not more than

seven (7) days after a scheduled interstate appointment.

17. EDUCATION AND TRAINING

- a. The Contractor shall supply a member of its staff, at no additional charge to DCSS, to conduct educational seminars, workshops, or presentations for DCSS personnel and/or judicial representatives upon request.

18. ASSIGNMENTS AND SUBCONTRACTS

- a. The following certified phlebotomists are approved by DCSS to provide specimen collation services as subcontractors to the Contractor: Fran DeFeo and Kelly DeFeo.

19. THIRD PARTY PAYMENTS

- a. DCSS shall notify the Contractor when a third party is responsible for payment of the entire or partial cost of a paternity test. Third parties shall be required to pay by cashier's check or money order payable to "Laboratory Corporation of America Holdings". DCSS shall forward the required payment to the Contractor. Upon receipt of the payment, the Contractor shall apply the payment against the case once parties' specimens are collected.

EXHIBIT B

Methods and Conditions Precedent to Payment

1. The Contractor understands and agrees that the cost structure, including the unit price specified in the following Price Schedule, shall be guaranteed for the term of the Contract. The term of the Contract is the date of Governor and Council approval or July 1, 2012, whichever date is later, through June 30, 2015. Subject to the Contractor's compliance with the terms and conditions of this Agreement, the Price Schedule for Contract Deliverables shall be as follows:

Price Schedule

Contract Deliverable	Unit Price/Person	Items/Year	Annual Total	Contract Total
1. Genetic Tests: DNA Probes	\$32.00/Person	1,350/Year	\$ 43,200.00	\$129,600.00

2. Prices contained in the *Cost Proposal* submitted by the Contractor and dated February 16, 2012, shall be guaranteed for the term of the Contract.

3. There shall be no additional charges for the following tests: Red Cell Antigens (RCA), Human Leukocyte Antigens (HLA), and Red Cell Enzymes.

4. There shall be no additional charges for the services set forth in Exhibit A, Scope of Services other than DNA testing.

5. There shall be no charge to DCSS for routine tests not issued within twenty-one (21) days as set forth in Exhibit A, Section 8 a. There shall be no charge for tests that do not have a correct *Chain of Custody Form* with the test result forwarded to DCSS.

6. The Contractor shall invoice DCSS monthly for services performed under the terms of this Contract. The invoices shall define, specify and itemize all services provided to DCSS and prices charged to DCSS.

7. The Contractor shall submit case invoices that reference account numbers that identify each individual tested and the relevant DCSS District Office. Case invoices shall be submitted listing the collection date of each individual, the individual's name, and the price per individual. Only completed cases with completed tests shall be invoiced. Cases in progress shall be billed in the month the test is completed and reported.

8. The Contractor's invoices shall provide DCSS with the following information:

a) Client name,

- b) Account's administrative or authorization number.
- c) The Contractor's case number,
- d) Custodial parent's name,
- e) Child(ren)'s name(s).
- f) Alleged father(s) name(s),
- g) Specimen collection date,
- h) Date case reported,
- i) Type of genetic test(s),
- j) Cost of genetic testing per sample and totaled per case,
- k) Type of specimen tested,
- l) Other information as mutually agreed upon.

9. The Contractor's invoices shall list any prepayment specifying the individual for whom the prepayment was made, the date of the prepayment and the amount of prepayment per individual.

10. The Contractor shall submit by the fifteenth (15th) day of each month an itemized statement for services rendered in the prior month. The itemized statement shall include payments received and credited to each account in that month. The Contractor shall provide the date of receipt, the check number, the amount of the payment, and the source of the payment.

11. Compensation paid by DCSS shall be accepted by the Contractor as payment in full for the services provided under this Contract.

12. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

13. Invoices shall be sent to Ms. Sheila Wright, Management Analyst, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301.

14. The Contractor's designated contact person to resolve billing discrepancies is: Tina Wan, Billing Representative. She may be reached at (800) 452-9452, Extension 67581 or by fax at (336) 436-0642. The Contractor will notify DCSS in the event of a change of the designated contact person

15. DCSS has designated Ms. Sheila Wright, Management Analyst, as the DCSS contact person to resolve questions regarding invoices. She can be reached by telephone at (603) 223-4814, or by fax at (603) 271-4787. The e-mail address designated for contact is: Sheila.Wright@dhhs.state.nh.us.

16. DCSS will notify the Contractor within ten (10) days of any change in the designated person and/or their telephone number. The Contractor shall notify DCSS within ten (10) days of any change in the designated person and/or their telephone number.

17. The total amount to be obligated hereunder shall not exceed a total of \$129,600.00.

EXHIBIT C

Additional Special Provisions

1. Documents included:

The following documents are incorporated by reference:

- a. *Request for Proposals 12-DCSS-PT-01* dated January 9, 2012.
- b. The proposal dated February 16, 2012 submitted by the Contractor in response to *Request for Proposals 12-DCSS-PT-01*.

2. In the event of any dispute over the terms, conditions or performance of obligations under this agreement, or any conflicting language between the documents noted above, the order of precedence of documents shall be:

- a. New Hampshire Standard Contract Terms and Conditions, Form P-37, and its Exhibits A-J.
- b. The *Request for Proposals 12-DCSS-PT-01* dated January 9, 2012;
- c. The proposal dated February 16, 2012 submitted by the Contractor in response to *Request for Proposals 12-DCSS-PT-01*.

3. The Contractor acknowledges and accepts that DCSS may withhold ten percent (10%) of a monthly payment for services performed under the Contract if, in the sole judgment of DCSS, the Contractor is non-compliant with the terms and conditions of the Contract and/or the Scope of work including but not limited to: quality of paternity testing services, quantity of paternity testing services, accuracy of services, timeliness of service delivery and processing, physical security and confidentiality requirements. DCSS shall provide the Contractor with a written list of specific services, transactions or conditions requiring correction of remediation. All payments withheld by DCSS shall be released upon determination by DCSS that the conditions causing non-compliance have been corrected and remedied to the satisfaction of DCSS.

4. During the period of performance of the Contract, the Contractor shall comply with all physical security requirements that are or may be mandated by federal and/or state laws, rules, or regulations. The Contractor shall permit access to the paternity testing administrative center and processing center by agents of the state or federal government for the purpose of ascertaining compliance with all applicable laws, rules, regulations and the conditions of the Contract.

5. The Contractor shall comply with all statutes, laws, regulations and orders of federal, state and county, or municipal authorities that impose any obligation or duty upon the Contractor.

6. All services required by the Contract shall be performed by employees of the Contractor, or by State approved subcontractors. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks. DCSS shall be advised of, and approve in writing, any permanent or temporary changes to or deletions from

the Contractor's management, supervisory, and key professional personnel, who directly impact the paternity testing services, at least ten (10) days in advance of such change.

7. The Contract, consisting of this document and all of the documents noted in Exhibit C, shall be construed according to the laws of the State of New Hampshire. Any legal proceeding regarding this contract shall be brought in State of New Hampshire administrative or judicial forums. Venue will be in Merrimack County, State of New Hampshire.

8. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

9. The Contractor acknowledges and accepts that DCSS reserves the right to conduct quarterly evaluations of the performance of the Contractor during the term of this Contract by methods and procedures DCSS deems appropriate. The Contractor further acknowledges that any and all deficiencies cited in writing by DCSS shall be corrected by the Contractor to the satisfaction of DCSS within thirty (30) calendar days of notification of said deficiencies.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

Contractor Initials: APM

Date: 4-24-12

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

~~1440 York Court Extension~~
~~Burlington NC 27215~~ *arm*

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

Laboratory Corporation of America Holdings

From: 7-1-12 To: 6-30-15

(Contractor Name) _____ (Period Covered by this Certification) _____

Angie R. Miller, Contract Manager

(Name & Title of Authorized Contractor Representative) _____

Angie R. Miller

(Contractor Representative Signature) _____ (Date) _____

4-24-12

Contractor Initials: *arm*

Date: *4-24-12*

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (Indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: _____ through _____

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

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

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

Angie R. Miller
(Contractor Representative Signature)

Angie R Miller Contract Manager
(Authorized Contractor Representative Name & Title)

Laboratory Corporation of America Holdings
(Contractor Name)

4-24-12
(Date)

Contractor Initials: aem

Date: 4-24-12

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Contractor Initials: almDate: 4-24-12

Voluntary Exclusion - Lower Tier Covered Transactions,* provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: AKM

Date: 4-24-12

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Angie R. Miller (Contractor Representative Signature) Angie R. Miller (Authorized Contractor Representative Name & Title)

Laboratory Corporation of America Holdings (Contractor Name) 4-24-12 (Date)

Contractor Initials: ARN
Date: 4-24-12

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part I, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH - Division of Child Support Services
The State Agency Name

Laboratory Corporation of America Holdings
Name of the Contractor

Mary S. Weatherill
Signature of Authorized Representative

Angie R. Muller
Signature of Authorized Representative

Mary S. Weatherill
Name of Authorized Representative

Angie R. Muller
Name of Authorized Representative

Director DCSS
Title of Authorized Representative

Contract Manager
Title of Authorized Representative

5/31/12
Date

4-24-12
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Angie R. Miller

Angie R. Miller, Contract Manager

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Laboratory Corporation of America Holdings

4-24-12

(Contractor Name)

(Date)

Contractor initials: ARM

Date: 4-24-12

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NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 861922434

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

Contractor initials: cam
Date: 7-24-12
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