



E-85-16

Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS16000010

NIFS Entry Date: 12/28/15 Term: from 01/01/16 to 12/31/16

| | |
|---|----------------------------------|
| New <input type="checkbox"/> | Renewal <input type="checkbox"/> |
| Amendment <input checked="" type="checkbox"/> | |
| Time Extension <input type="checkbox"/> | |
| Addl. Funds <input type="checkbox"/> | |
| Blanket Resolution <input type="checkbox"/> | |
| RES# | |

| | | |
|--|---|--|
| 1) Mandated Program: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2) Comptroller Approval Form Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 5) Insurance Required: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Agency Information

| Vendor | |
|---|--|
| Name Laboratory Corporation of America Holdings | Vendor ID# 133757370-04 |
| Address 1440 York Court Extension Burlington, NC 27215 | Contact Person Angie Miller Email millera@labcorp.com Phone 800-742-3944 X 67335 Fax 336-538-6572 |

| County Department |
|--|
| Department Contact Michael A. Kanowitz |
| Address 60 Charles Lindbergh Blvd |
| Phone 516 227-7452 |

Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE App'd & Fw'd | SIGNATURE | Leg. Approval Required |
|------------|--|--|-------------------------------------|-----------|--|
| | Department | NIFS Entry (Dept) NIFS Appvl (Dept. Head) | <input type="checkbox"/> | 12/28/15 | |
| | OMB | NIFS Approval | <input type="checkbox"/> | 12/31/15 | Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution |
| 1/6/16 | County Attorney | CA RE & Insurance Verification | <input checked="" type="checkbox"/> | 1/6/16 | |
| 1/6/16 | County Attorney | CA Approval as to form | <input checked="" type="checkbox"/> | 1/6/16 | |
| | Legislative Affairs | Fw'd Original Contract to CA | <input type="checkbox"/> | | |
| | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | | <input type="checkbox"/> | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 1/6/16 | County Attorney | NIFS Approval | <input checked="" type="checkbox"/> | 1/6/16 | |
| | Comptroller | NIFS Approval | <input type="checkbox"/> | | |
| 4/4/16 | County Executive | Notarization Filed with Clerk of the Leg. | <input type="checkbox"/> | 4/4/16 | |

Contract Summary

PR5254 (8/04)

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 APR - 5 P 11:37

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 APR - 5 P

E-82-10

**Description Genetic Parentage Testing Services**

Purpose: We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. *(Amend contract to renew and extend existing contract for one year under the terms of the original agreement.)*

Method of Procurement: RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH.

Procurement History: We have been using this vendor since 2005

Description of General Provisions: The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.

Impact on Funding / Price Analysis: Federal 66% State 0% County 34%

2010 contract \$24,000.00 2009 contract \$26,638 2008 Contract \$24,000 (2008 actually spent \$24,364.00)

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

| BUDGET CODES | |
|--------------|-------|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX |
| County | \$ 4,080.00 |
| Federal | \$ 15,840.00 |
| State | \$ 4,080.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|-------------------------------------|-------------------|--------------------|
| 1 | | \$ |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | SSGEN2800/DE500 | \$24,000.00 |
| 6 | | \$ |
| <i>J. Imato 7/4/16</i> TOTAL | | \$24,000.00 |

Document Prepared By: _____

Date: _____

| NIFS Certification | | Comptroller Certification | County Executive Approval |
|--|--|---|---------------------------|
| I certify that this document was accepted into NIFS. | | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name <i>[Signature]</i> |
| Name | | Name | Date <i>4/4/16</i> |
| Date | | Date | (For Office Use Only) |
| | | | E #: |

126123

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF
OF THE DEPARTMENT OF SOCIAL SERVICES AND LABORATORY
CORPORATION OF AMERICA HOLDINGS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Laboratory Corporation of America Holdings extending the term and extending payment, respecting the providing of adoption services, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Laboratory Corporation of America Holdings.



CLSS/6000010

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Laboratory Corporation of America Holdings

2. Dollar amount requiring NIFA approval: \$ 24,000.00

Amount to be encumbered: \$ 24,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Ongoing mandated service.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % 66
☐ Other State % 0
County % 34

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CLSS15000009 \$24,000.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Della 1/4/16
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

____ I certify that the bonding for this contract has been approved by NIFA.

____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

LINK TO:

CURRENT YR BUDGET & OBLIGATION SUMMARY

10:38 AM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 01 2016 JAN 2016

INDEX :

ORGANIZATION : SS SOCIAL SERVICES

CHARAC / OBJECT : X

FDTP FUND SFND : GF GEN GEN GENERAL FUND

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

| S | OBJECT | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|----|--------|-------------|------------|------------|-----------|-------------|
| BB | | EQUIPMENT | 24,000 | 24,000 | | 24,000 |
| DD | | GENERAL EX | 772,829 | 772,829 | | 772,829 |
| DE | | CONTRACTUA | 7,631,404 | 7,631,404 | | 7,631,404 |
| HF | | INTER-DEPA | 16,683,623 | 16,683,623 | | 16,683,623 |
| SS | | RECIPIENT | 62,000,000 | 62,000,000 | | 62,000,000 |
| TT | | PURCHASED | 65,851,121 | 65,851,121 | | 65,851,121 |
| WW | | EMERGENCY | 50,980,000 | 50,980,000 | | 50,980,000 |

F1-HELP F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

GO12 - NEXT PAGE DISPLAYED

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Laboratory Corp. of America Holdings

CONTRACTOR ADDRESS: 1440 York Court Extension, Burlington, NC 27215

FEDERAL TAX ID #: 133757370-04

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on FEBRUARY 10, 2012 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after AN RFP WAS ISSUED.

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal₂ agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

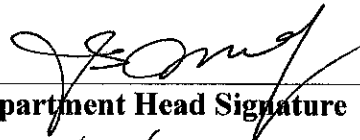
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

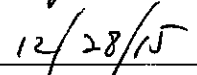
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 09/15



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

Contractor Evaluation Form

Contract Number:

Contract Name: LABORATORY CORPORATION OF AMERICA HOLDINGS

Service Provided:

Evaluation Period: From: January 1, 2015 To: October 31, 2015

Evaluator's Name, Title, Phone #: RHONDA ULLRICH

Date: October 8, 2015

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

| PERFORMANCE EVALUATION FACTORS | Unsatisfactory 1 | Poor 2 | Fair 3 | Good 4 | Excellent 5 |
|-----------------------------------|---------------------|-----------|-----------|-----------|----------------|
| a. Quality of Service | | | | ✓ | |
| b. Timeliness of Service | | | | ✓ | |
| c. Cost Effectiveness | | | | ✓ | |
| d. Responsiveness to DSS Requests | | | | ✓ | |
| e. Number of Complaints | | | | ✓ | |
| f. Problem Resolution | | | | ✓ | |
| Overall Performance Evaluation | | | | ✓ | |

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

| | |
|----------------|--|
| Unsatisfactory | Performance is not effective. |
| Poor | Performance is marginally effective. |
| Fair | Performance is somewhat effective. |
| Good | Performance is consistently effective. |
| Excellent | Performance exceeds expectations. |

Definition of Rating Factors:

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and DSS staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - DSS staff?
 - Other Nassau County departments?
 - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: December 28, 2015

**Subject: Laboratory Corp. of America Holdings (Genetic Parentage Testing Services)
Renewal 2016**

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 12, 2015, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
126126





NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

November 12, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Laboratory Corporation of America Holdings
Genetic Parentage Testing Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in dark ink, appearing to be "S/".

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
125476

AMENDMENT NO. IV

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000056 between the County and the Contractor, executed on behalf of the County on February 10, 2012 as amended by the amendment executed on behalf of the County on February 22, 2013 as amended by the amendment executed on behalf the County on January 13, 2014 as amended by the amendment executed on behalf of the County on March 31, 2015 (as so amended the "Original Agreement"), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2015 with an option to renew under the same terms and conditions for one (1) additional one (1) year period. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Ninety Six Thousand Dollars and 00/100 (\$96,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Four Thousand Dollars and 00/100 (\$24,000.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

LABORATORY CORPORATION OF AMERICA
HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: 12-23-15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

125018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

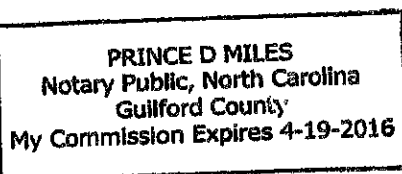
COUNTY OF NASSAU)

On the 23rd day of December in the year 2015 before me personally came Angie Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contracts Manager of Laboratory Corporation of America, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



PRINCE D MILES



Contract for the purchase of
Aluminum
Sheet
Aluminum
Sheet

Contract for the purchase of
Aluminum
Sheet

Contract for the purchase of
Aluminum
Sheet

Contract for the purchase of
Aluminum
Sheet

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Laboratory Corporation of America Holdings (LabCorp)
Address: 1440 York Court
City, State and Zip Code: Burlington, NC 27215
2. Entity's Vendor Identification Number: 133757370-04
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please refer to the enclosed 2014 Annual Report/10K. LabCorp's Board of Directors and Officers are listed on the back inside cover.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Please refer to the enclosed 2014 Annual Report / 10K.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

LabCorp holds the sole responsibility for the performance of this contract to provide paternity testing services to Nassau County and the families it serves.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

We have no knowledge of lobbyist services participating in any stage of the bidding process for this contract.

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 12-22-15

Signed: Angie R. Miller

Print Name: Angie R. Miller

Title: Contract Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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David P. King

Chairman and Chief Executive Officer

Kerril B. Anderson

Director

Jean-Luc Bélingard

Director

D. Gary Gilliland

Director

Garheng Kong M.D., Ph.D.

Director

Robert E. Mittelstaedt, Jr.

Lead Independent Director

Peter M. Neupert







Director

Adam H. Schechter

Director

R. Sanders Williams, M.D.

Director

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David P. King
Chairman and Chief Executive Officer

Glenn A. Eisenberg
Executive Vice President and Chief Financial Officer

James T. Boyle, Jr.
Executive Vice President and Chief Executive Officer, LabCorp Diagnostics







Deborah Keller
Chief Executive Officer, Covance Drug Development

Lance V. Berberlan
Senior Vice President and Chief Information Officer

Edward T. Dodson
Senior Vice President and Chief Accounting Officer

F. Samuel Eberts III
Senior Vice President, Chief Legal Officer and Secretary

Lisa J. Uthgenannt
Chief Human Resources Officer

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Angie R. Miller, Contract Manager

Name and Title of Authorized Representative

m/d/yy

Angie R. Miller
Signature

12-22-15
Date

Laboratory Corporation of America Holdings

Name of Organization

1440 York Court, Burlington, NC 27215

Address of Organization

**Business History Form
(Appendix C)**

LabCorp provides a completed Business History Form in this section.

**APPENDIX C
BUSINESS HISTORY FORM**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 9-2-11

- 1) Proposer's Legal Name: Laboratory Corporation of America Holdings
DNA Identification Testing Division
2) Address of Place of Business: 1440 York Court Extension, Burlington, NC 27215

List all other business addresses used within last five years:

N/A

- 3) Mailing Address (if different): As above

Phone : (800) 742-3944

Does the business own or rent its facilities? Own

- 4) Federal I.D. Number or Social Security Number: 13-3757370

- 5) Dun and Bradstreet number: 861422434

- 6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) _____

- 7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

- 8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No x Yes ____ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No x Yes ____ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No x Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No x Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No x Yes ____ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No x Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No x Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

None, to the best of my knowledge and belief. *ARM*

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. None, to the best of my knowledge and belief. *ARM*

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. None, to the best of my knowledge and belief. *ARM*

6.) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Should a conflict of interest arise we would contact the County. *ARM*

a) Any felony charge pending? No ☒ Yes ____ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ____ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ____ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

6.) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

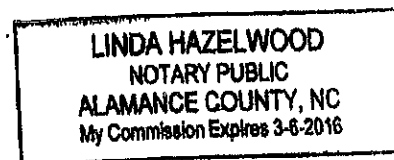
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Angie R. Miller, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2nd day of September 2011

Linda Hazelwood
Notary Public



Name of submitting business: Laboratory Corporation of America Holdings

By: Angie R. Miller
Print name
Angie R. Miller
Signature

Contract Manager
Title

9 / 2 / 2011
Date

**Principal Questionnaire
(Appendix D)**

The Principal Questionnaire (Appendix D) is not applicable to LabCorp as none of its officers nor any individual, holds ten (10) percent or greater ownership interest in the Corporation.

LabCorp provides, in this section, pages 47 and 48, Security Ownership of Certain Beneficial Holders and Management, of its 2010 Proxy outlining the ownership interest.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL HOLDERS AND MANAGEMENT

The following table sets forth as of March 14, 2011, the total number of shares of Common Stock beneficially owned, and the percent so owned, by (i) each director of the Company, (ii) each person known to the Company to be the beneficial owner of more than 5% of the outstanding Common Stock, (iii) the individuals identified as the named executive officers in the "Summary Compensation Table" set forth above, and (iv) all current directors and Executive Officers as a group. The number of shares owned are those "beneficially owned," as determined under the rules of the SEC, and such information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares as to which a person has sole or shared voting power or investment power and any shares of Common Stock which the person has the right to acquire within 60 days through the exercise of any option, warrant or right, through conversion of any security, or pursuant to the automatic termination of power of attorney or revocation of trust, discretionary account or similar arrangement. Except as otherwise indicated below, the persons named in the table have sole voting and investment power with respect to the shares beneficially owned by them as set forth opposite their respective names.

| <u>Beneficial Owner</u> | <u>Amount and Nature of Beneficial Ownership of Common Stock</u> | <u>Percent of Class</u> |
|--|--|-------------------------|
| Harris Associates L.P Two North LaSalle Street—500 Chicago, IL 60602-3790 | 7,405,325(1) | 7.4% |
| T. Rowe Price Associates, Inc 100 East Pratt Street Baltimore, MD 21202-1009 | 5,936,193(2) | 5.9% |
| BlackRock, Inc 40 East 52 nd Street New York, NY 10022 | 5,396,457(3) | 5.4% |
| David P. King | 746,677(4,5) | * |
| Kerrii B. Anderson | 17,230(4,5) | * |
| Jean-Luc Bélingard | 44,841(4,5) | * |
| N. Anthony Coles, Jr. | 300(4,5) | * |
| Wendy E. Lane | 27,722(4,5) | * |
| Thomas P. Mac Mahon | 289,588(4,5) | * |
| Robert E. Mittelstaedt, Jr. | 29,910(4,5) | * |
| Arthur H. Rubenstein | 21,864(4,5) | * |
| M. Keith Weikel | 26,524(4,5) | * |
| R. Sanders Williams | 13,603(4,5) | * |
| James T. Boyle | 106,932(4,5) | * |
| Andrew J. Conrad | 46,007(4,5) | * |
| William B. Hayes | 173,178(4,5) | * |
| Andrew S. Walton | 134,746(4,5) | * |
| All directors and Executive Officers as a group (17 persons) | 1,816,490(4,5) | 1.8% |

* Less than 1%

- (1) As reported on Schedule 13G filed with the SEC on February 8, 2011, on behalf of Harris Associates L.P. ("Harris"). Harris is a registered investment advisor with beneficial ownership of the above listed shares.
- (2) As reported on Schedule 13G filed with the SEC on February 10, 2011, on behalf of T. Rowe Price Associates, Inc. ("T. Rowe"). T. Rowe is a registered investment advisor with beneficial ownership of the above listed shares
- (3) As reported on Schedule 13G filed with the SEC on February 7, 2011, on behalf of BlackRock, Inc.
- (4) Beneficial ownership by directors, the named executive officers and current executive officers of the Company includes shares of Common Stock that such individuals have the right to acquire upon the exercise of options that either are vested or that may vest within 60 days of March 14, 2011. The number of shares of Common Stock included in the table as beneficially owned which are subject to such options is as

follows: Ms. Anderson—11,087; Mr. Bélingard—20,398; Dr. Coles— 0; Ms. Lane—14,478; Mr. Mac Mahon—184,791; Mr. Mittelstaedt—18,502; Dr. Rubenstein—14,185; Dr. Weikel—16,659; Dr. Williams—9,791; Mr. King—652,166; Mr. Boyle—90,367; Dr. Conrad—13,366; Mr. Hayes—149,433; Mr. Walton—116,333; all directors and Executive Officers as a group—1,421,788.

- (5) Includes shares of Restricted Common Stock. The number of shares of Restricted Common Stock included in the table is as follows: Ms. Anderson—1,934; Mr. Bélingard—1,934; Dr. Coles— 300; Ms. Lane—1,934; Mr. Mac Mahon—1,934; Mr. Mittelstaedt—1,934; Dr. Rubenstein—1,934; Dr. Weikel—1,934; Dr. Williams—1,934; Mr. King—36,967; Mr. Boyle—10,968; Dr. Conrad—4,000; Mr. Hayes —12,368; Mr. Walton—6,734; all directors and Executive Officers as a group—95,979.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934, as amended, (the “Exchange Act”) requires the Company’s executive officers, directors and persons who own more than 10% of the Company’s equity securities to file reports on ownership and changes in ownership with the SEC and the securities exchanges on which its equity securities are registered. Additionally, SEC regulations require that the Company identify in its proxy statements any individuals for whom one of the referenced reports was not filed on a timely basis during the most recent fiscal year or prior fiscal years. To the Company’s knowledge, based solely on a review of reports furnished to it, all Section 16(a) filing requirements applicable to its executive officers, directors and more than 10% beneficial owners were complied with.

STOCKHOLDER PROPOSALS

Under the rules and regulations of the SEC as currently in effect, any holder of at least \$2,000 in market value, or 1% of Common Stock held continuously for at least one year by the date of the proposal submitted, who desires to have a proposal presented in the Company’s proxy material for use in connection with the annual meeting of stockholders to be held in 2012 must transmit that proposal (along with his name, address, the number of shares of Common Stock that he holds of record or beneficially, the dates upon which the securities were acquired and documentary support for a claim of beneficial ownership) in writing as set forth below. Such holder must continue to hold his Common Stock through the date of the meeting. Proposals of stockholders intended to be presented at the 2012 annual meeting and included in the Company’s proxy materials must be received by F. Samuel Eberts III, Secretary, Laboratory Corporation of America Holdings, 358 South Main Street, Burlington, North Carolina 27215, no later than December 3, 2011.

Holders of Common Stock who wish to have proposals submitted for consideration at future meetings of stockholders should consult the applicable rules and regulations of the SEC with respect to such proposals, including the permissible number and length of proposals and other matters governed by such rules and regulations, and should also consult the Company’s By-Laws.

HOUSEHOLDING

As permitted by the Exchange Act, the Company has adopted a procedure approved by the SEC called “householding.” Under this procedure, stockholders of record who have the same address and last name and do not participate in electronic delivery of proxy materials will receive only one copy of this proxy statement and annual report unless one or more of these stockholders provides notification of their desire to receive individual copies. This procedure will reduce the Company’s printing costs and postage fees. Stockholders who participate in householding will continue to receive separate proxy cards.

If you and other stockholders of record with whom you share an address currently receive multiple copies of annual reports and/or proxy statements, or if you hold stock in more than one account and in either case, you



Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CQSS12000056 NIFS Entry Date: 12-14-11 Term: from 01/01/12 to 12/31/12

| | | |
|--|--|---|
| New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Amendment <input type="checkbox"/> | 2) Comptroller Approval Form Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/> | 3) CSEA Agmt. § 32 Compliance Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Addl. Funds <input type="checkbox"/> | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Blanket Resolution <input type="checkbox"/> | 5) Insurance Required | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| RES# | | |

Agency Information

| Vendor | | County Department |
|---|--|---|
| Name Laboratory Corporation of America Holdings | Vendor ID# 133757370-04 | Department Contact Virginia Webb |
| Address 1440 York Court Extension Burlington, NC 27215 | Contact Person Angie Miller Email millera@labcorp.com Phone 800-742-3944 X 67335 Fax 336-538-6572 | Address 60 Charles Lindbergh Blvd Phone 516 227-7452 |

Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE App'd & Fwd'd | SIGNATURE | Leg. Approval Required |
|------------|--|--|--------------------|--------------------|---|
| | Department | NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> | 12/16/11 | <i>[Signature]</i> | |
| | OMB | NIFS Approval <input type="checkbox"/> | 12/29/11 | <i>[Signature]</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution |
| 12/26/11 | County Attorney | CA RE & Insurance Verification <input checked="" type="checkbox"/> | 12/26/11 | <i>[Signature]</i> | |
| 12/26/11 | County Attorney | CA Approval as to form <input checked="" type="checkbox"/> | 12/26/11 | <i>[Signature]</i> | |
| | Legislative Affairs | Fw'd Original Contract to CA <input type="checkbox"/> | | | |
| | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/> | | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 12/26/11 | County Attorney | NIFS Approval <input checked="" type="checkbox"/> | 12/26/11 | <i>[Signature]</i> | |
| | Comptroller | NIFS Approval <input checked="" type="checkbox"/> | 1/11/12 | <i>[Signature]</i> | |
| | County Executive | Notarization Filed with Clerk of the Leg. <input type="checkbox"/> | 2/10/12 | <i>[Signature]</i> | |



Contract Summary

| |
|---|
| Description Genetic Parentage Testing Services |
| Purpose: We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. |
| Method of Procurement: RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. |
| Procurement History: We have been using this vendor since 2005 |
| Description of General Provisions: The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies. |
| Impact on Funding / Price Analysis: Federal 66% State 17% County 17% |
| 2010 contract \$24,000.00 2009 contract \$26,638 2008 Contract \$24,000 (2008 actually spent \$24,364.00) |
| Change in Contract from Prior Procurement: No Change |
| Recommendation: (approve as submitted) |

Advisement Information

| BUDGET CODES | |
|--------------|-------|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX |
| County | \$ 4,080.00 |
| Federal | \$ 15,840.00 |
| State | \$ 4,080.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------------------|--------------------|
| 1 | SSGEN2800/DE500 | \$ 24,000.00 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| TOTAL | | \$24,000.00 |

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

Document Prepared By: _____

Date: _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|--|---|---------------------------|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name _____ |
| Name <u>4#</u> | Name <u>J. J. J.</u> | Date <u>2/10/12</u> |
| Date <u>1/11/12</u> | Date <u>1/11/12</u> | E #: _____ |

THIS AGREEMENT, dated as of October 2011 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, Social Services Law Section 111-c and 111-g require the County Department of Social Services to make services relating to the establishment of paternity available to TANF and non-TANF clients; and

WHEREAS, the County is desirous in contracting the Contractor to provide comprehensive genetic parentage testing services to the Department as more particularly set forth below; and

WHEREAS, the Contractor is desirous in wanting to provide the above-described services to the County; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2012 through December 31, 2012, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms.

2. Services

The services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) The County, acting for and on behalf of the Department hereby hires and retains the Contractor for the provision of genetic parentage testing services.

(b) The Contractor shall provide qualified personnel for specimen collection (buccal swab or venipuncture, as appropriate) at the Nassau County Family Court building located at 1200 Old Country Road, Westbury, New York, 11590, at the days and times required by the Family Court.

(i) Upon request of the County, the Contractor shall provide the record of attendance of parties scheduled for laboratory testing as follows: (A) at the end of a scheduled collection day, the specimen collector shall provide to the Department the schedule of the parties required to appear with an indication of

"show" or "no show" for each individual scheduled; or (B) the Contractor shall maintain a web based record of testing schedules with an indication of whether the party appeared or failed to appear; the Department shall have access to the website at all times; or (C) the Contractor shall provide to the Department written notice, via facsimile, within seven (7) days of the scheduled appointment of non-attendance for individuals scheduled for specimen collection.

(ii) In the event an individual fails to appear or cannot keep a scheduled appointment, the Contractor shall facilitate specimen collection services at one of its company-operated Patient Service Centers.

(c) The Contractor shall provide all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the Contractor's clinical laboratory for testing. All supplies and transportation of specimens shall be provided at no additional charge.

(d) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(e) The Contractor shall maintain quality control, training review and on-site supervision during the contract term. The Contractor expressly represents and guarantees as follows: *adm*

- (i) Contractor has developed and implemented a quality control program which meets the requirements set by the federal governmental and other licensing agencies.
- (ii) Contractor participates in proficiency testing programs to assure that it can reproduce correct testing results.
- (iii) Contractor has developed and implemented a training and orientation program, including but not limited to safety and confidentiality issues.

(f) The specimen collector shall be responsible for verifying the identification of all individuals submitting a specimen. The Contractor shall use instant photographs, fingerprints, and two forms of positive identification (i.e., driver's license, and social security card) to verify the identity of the individual tested. The Contractor shall then draw specimens, package the specimens and transport the specimens in sealed containers to its clinical laboratory in accordance with standard protocol. The Contractor shall verify these procedures through the use of a client authorization form.

(g) The Contractor shall be responsible for transporting specimens from the drawing location to the Contractor's clinical laboratory within 24-48 hours of drawing such specimens.

(h) The Contractor shall perform all genetic parentage testing at its clinical laboratory, which shall be duly licensed under applicable federal, New York State and local laws for the duration of the contract period. The Contractor shall provide current accreditations and licenses upon execution of this Agreement and thereafter, upon request of the County.

(i) The Contractor shall perform all testing using only validated techniques and procedures which are commonly accepted within the scientific and legal communities and are accepted by governing agencies accrediting Contractor's operations.

(j) The Contractor's clinical laboratory shall provide an array of genetic marker tests from which to construct test batteries. The test battery shall consist of multiple independent DNA genetic systems. Ph.D. level staff shall evaluate test results. The test battery shall provide at least:

- (i) The power to exclude more than 99.9% of randomly selected males; or
- (ii) The probability of paternity greater than 99.5% in all cases where the alleged father is not excluded from paternity.

The Contractor shall perform additional testing as appropriate until one of the above-stated conditions is met.

(k) The Contractor shall issue laboratory reports within five (5) to ten (10) days of receipt of a viable sample at the laboratory's facility. Laboratory reports, which require extended testing, shall be issued within thirty (30) business days of receipt of a viable sample at the laboratory's reference facility. When appropriate, the Contractor's clinical laboratory shall provide for redraws/retests of any specimen at no additional charge. Upon completion of testing, the Contractor shall mail a notarized report with test results along with the original client authorization form to the Nassau County Family Court, 1200 Old Country Road, Westbury, NY 11590, Attention: Ms. Janice Wong, Support Dept., Room 308. Such mailings shall be performed using the level of care required when transmitting confidential information.

(l) The Contractor's clinical laboratory shall have the ability to electronically transfer test results.

(m) The Contractor's clinical laboratory shall have the ability to and shall coordinate testing services in intra-state and interstate cases to include:

- (i) Scheduling laboratory testing of absent parties.
 - (ii) Forwarding of "kit" to appropriate drawsite and/or agency.
 - (iv) Coordination of all transportation arrangements for the specimens to be forwarded to the Contractor's clinical laboratory.
-
- (iv) Confirmation of all arrangements to the requesting party.
 - (v) Confirmation of attendance of parties scheduled for laboratory testing.

(n) The Contractor shall have the capacity to perform testing in special situations including but not limited to absent mother, family studies, deceased parties, unusual sample (samples other than buccal and blood), and multiple alleged fathers. Contractor shall have the ability to perform reconstruction cases such as when a party is missing or deceased.

(o) The Contractor shall have in place a reliable and proper chain of custody procedure which procedure shall be in accordance with the Family Court Act and Civil Practice Law & Rules.

(p) The Contractor shall make its clinical laboratory staff available to consult by telephone with the Department's staff during normal laboratory working hours to discuss procedures and to explain test results.

(q) The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any and all applicable laws, regulations or guidelines of the federal, New York State and local governments and their agencies, and the guidelines of the American Association of Blood Banks.

(r) The Contractor shall continue to maintain and safeguard individual records against destruction or loss of confidentiality as set forth herein, after termination of this agreement or any subsequent agreement for as long as such records are in the custody of the Contractor.

(s) The Contractor shall provide fully qualified expert witnesses upon request of the County.

3. Payment

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) to be paid as follows: On a reimbursement basis of THIRTY THREE DOLLARS (\$33.00) All-Inclusive Testing Fee (per test per person) which shall include the cost for all specimen collection (in-county, out-of-county, and out-of-state), scheduling, supplies, shipping, genetic analysis, reporting, technical training and litigation support (expert testimony and consultation).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (C) is accompanied by documentation satisfactory to the County supporting the amount claimed (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor

The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default.

The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices A, B, and EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357 and all related legislation. Contractor further agrees to require each of its employees, partners, or agents assigned to the performance of this agreement, to observe said requirements and evidence the same by their individual execution of an oath of confidentiality and non disclosure agreement on the forms prescribed by the "County", and NYSOCSE which are attached as "Exhibit B" and "EXHIBIT C". New York

(i). Contractor will ensure that no employee providing services under this contract shall work on any County child support matter to which he/she has a direct or indirect connection, either as a petitioner (custodial parent), respondent (payor) or supported child, or is someone who is familiar with any parties involved in the case.

(ii) Contractor agrees to limit the use or disclosure of information concerning applicants or recipients of Public Assistance to purposes connected with Contractor's duties hereunder.

(ii) Contractor further agrees that the names and addresses of persons applying for or receiving Public Assistance and care shall not be included in any published report, or printed in any newspaper, or reported at any public meetings except as specifically authorized by Statute in very limited circumstances; nor shall such names and addresses and the amount received by, or expended for, such person be disclosed except to the Commissioner of Social Services, or his authorized representative, any other body or official required to have such information to properly discharge its or his/her duties, or by authority of such County, City or Town, to a person or agency considered entitled to such information. Contractor agrees not to solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in, or acquiesce in the use of

any information relating to any applicant for, or recipient of Public Assistance, for commercial or political purposes.

7. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence, fault, or default of the County or a third party.

(b) The Contractor shall, upon the County's ^{notice and} demand and at the County's reasonable direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if

contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) ~~such additional insurance as the County may from time to time specify.~~

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpected balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

12. Accounting Procedures: Records

The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. ^{New} Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain for a period of six (6) years following the later of termination of or final payment under this Agreement a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor

Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

17. Notices.

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

19. Section and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge

The Contractor agrees to pay the County an administrative service charge of One Hundred and Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Executory Clause

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds available to the County from the state and/or federal governments and funds appropriated or otherwise lawfully available for this Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor has executed this Agreement on _____, 2011 and the County has executed this Agreement on the date first above written.

LABORATORY CORPORATION OF AMERICA
HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: 11-17-11

NASSAU COUNTY

By: [Signature]
Name: Richard R. Walker
Title: County Executive
Chief
☒ Deputy County Executive
Date: 2/10/12

PLEASE EXECUTE IN BLUE INK

100363

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 10 day of February in the year 2012 before me personally came Richard Elwaker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Doreen R. Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

North Carolina
STATE OF ~~NEW YORK~~)
)ss.:
Alamance
COUNTY OF ~~NASSAU~~)

On the 17 day of November in the year 2011 before me personally came Angie R. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contract Manager of Laboratory Corporation of America Holdings, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Linda Hazelwood
NOTARY PUBLIC

LINDA HAZELWOOD
NOTARY PUBLIC
ALAMANCE COUNTY, NC
My Commission Expires 3-6-2016

EXHIBIT B

STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION

All client-identifiable material of the Department of Social Services is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Social Service clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be cleared by a supervisor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Department of Social Services.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the supervisor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.

It is the responsibility of anyone working in a Nassau County agency to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

Date

Signature

EXHIBIT C

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

I, the undersigned, an employee/officer of Laboratory Corporation of America Holdings, _____ (the "Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Nassau County Support Collection Unit (the "Child Support Agency") or otherwise obtained pursuant to the Agreement entered between the Child Support Agency and the Service Provider, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure. I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Child Support Agency.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damages in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Angie R. Miller
Signature: Angie R. Miller
Title: Contract Manager
Date: 11-17-11

NOTICE: Pursuant to Social Services Law § 111-v, a person who improperly releases or permits release of confidential child support information shall be guilty of a Class A misdemeanor and shall be liable in a civil action to any person who incurs damages due to said disclosure.

Appendix A

Terms applicable to all Purchase of Service Agreements for Child Support Services

The Nassau County Support Collection Unit (the "Agency") and the Laboratory Corporation of America Holdings, (the "Service Provider"), as parties to the Agreement agree to be bound by the following terms which are hereby made a part of the Agreement. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix 1, the terms of this Appendix 1 shall control. The Service Provider shall include these terms in all agreements and subcontracts.

I. Confidentiality

A. The Service Provider agrees that all information and data obtained in the performance of the Agreement is deemed confidential and will be used or disclosed only for the intended purposes as permitted by law. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and state laws and regulations. The Service Provider agrees to be bound by provisions of Section 654(26) of Volume 42 of the United States Code, Section 6103(l) and (p) of Volume 26 of the United States Code, Section 303.21 and 307.13 of Volume 45 of the Code of Federal Regulations, Section 111-v of the Social Services Law, Section 347.19 of Volume 18 of the New York Code of Rules and Regulations, and other related statutes or regulations regarding confidentiality of child support information. This paragraph shall survive the termination of the Agreement.

B. The Service Provider shall insure that any officer, employee, subcontractor, or other person with access to information and data obtained in the performance of the Agreement is advised of the confidential nature of the information and data, the permitted uses of the information and data, and the penalties for improper use or disclosure. Upon written notice by the Child Support Agency, the officers, employees, subcontractors or other persons who receive access to this information must execute a "Confidentiality and Nondisclosure Agreement" using the form attached hereto. Each executed Confidentiality and Nondisclosure Agreement shall be provided to the Child Support Agency.

C. The Service Provider agrees to limit access to child support information to those officers, employees, subcontractors or other persons who need access to the information to perform work or services under the Agreement.

D. In the event that the Service Provider learns or has reason to believe that child support information has been disclosed or accessed by an unauthorized party, the Service Provider will immediately give notice of such event to the Child Support Agency. Furthermore, if the child support information contains personally identifying information, the Child Support Agency may direct the Service Provider to notify the individuals whose information was disclosed that a Security Event has occurred. The Service Provider shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

II. Reports and Record Keeping

A. The Service Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the attached Agreement (hereinafter, collectively, "the Records"). The Records must be kept for no less than six (6) years after final settlement of the Agreement. The Child Support Agency, and any other person or entity authorized by the Child Support Agency to conduct an examination or audit, shall have access to the Records during normal business hours at an office of the Service Provider within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

1. In addition, these records shall be subject at all reasonable times to inspection, review, or audit by the New York State Office of Temporary and Disability Assistance ("OTDA"), and the Federal Office of Child Support Enforcement.

2. Upon request of the Child Support Agency, the Service Provider agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Child Support Agency.

3. If an audit by or on behalf of the Child Support Agency, the Federal Office of Child Support Enforcement and/or OTDA has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

B. The Service Provider shall cooperate in developing a system of reports to be made periodically by the Child Support Agency as are or may be necessary to comply with applicable Federal and State requirements. The Service Provider agrees to include these requirements in all agreements and subcontracts.

C. If state or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Service Provider under the Agreement, then such loss shall be chargeable to the Service Provider.

III. Approval and Assignment

- A. The Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval.
- B. The Service Provider shall not assign, transfer, convey or otherwise dispose of the Agreement or the Service Provider's right, title or interest therein, or authority to execute the Agreement to any other person or corporation without written approval of the Child Support Agency (which shall be attached to the original Agreement). No such approval by the Child Support Agency of any assignment, transfer, conveyance or other disposition shall be effective without the approval of OTDA.

IV. Governing Law

- A. The Service Provider agrees to comply with the requirements of Title IV-D of the Federal Social Security Act and the implementing Federal and State statutes and regulations, including any new or revised requirements issued by the Federal Department of Health and Human Services, or OTDA. The Child Support Agency agrees to notify the Service Provider of any directives or policy transmittals affecting the services provided under the Agreement.
- B. The Agreement shall be governed by the laws of the State of New York.

V. Miscellaneous Terms

- A. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.
- B. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.
- C. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.

APPENDIX B

IRS AGREEMENT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE:

In performance of the Agreement, Laboratory Corporation of America Holdings, (the Service Provider) agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

A. All work will be done under the supervision of the Service Provider or the Service Provider's employees.

B. Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of the Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Disclosure to anyone other than an officer or employee of the Service Provider will be prohibited.

C. All tax returns and tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

D. The Service Provider certifies that the data processed during the performance of the Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Service Provider at the time the work is completed. If immediate purging of all data storage components is not possible, the Service Provider certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Service Provider will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

G. No work involving Federal tax information furnished under the Agreement will be subcontracted without prior written approval of the IRS.

H. The Service Provider will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

I. The agency will have the right to void the Agreement if the Service Provider fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

A. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed will be notified in writing by such person that tax returns or tax return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed shall be notified in writing by such person that any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

C. Additionally, it is incumbent upon the Service Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to subcontractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a subcontractors, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Service Provider for inspection of the facilities and operations provided for the performance of any work under the Agreement. On the basis of such inspection specific measures may be required in cases where the Service Provider is found to be noncompliant with Agreement safeguards

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the

greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any

sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and

improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable

without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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

Executive Officers:

| | |
|---------------------|---|
| David P. King | President and Chief Executive Officer |
| James T. Boyle, Jr. | Executive Vice President and Chief Operating Officer |
| Dr. Andrew Conrad | Executive Vice President and Chief Scientific Officer |
| William B. Hayes | Executive Vice President, Chief Financial Officer and Treasurer |
| Andrew Scott Walton | Executive Vice President, Esoterix Business |
| Benjamin R. Miller | Non-Section 16 Executive Vice President, Atlantic Division |

Additional Officers:

| | | | |
|--------------------------|-----------------------|-------------------------|---------------------------------------|
| Michael A. Aicher | Senior Vice President | Devin M. Larsson | Senior Vice President |
| Steven M. Anderson | Senior Vice President | David L. Masters | Senior Vice President |
| Robert A. Bearden | Senior Vice President | Karen A. McFadden | Senior Vice President |
| Dr. Mark Elliott Brecher | Senior Vice President | Elizabeth A. Mitchell | Senior Vice President |
| Berten L. Christianson | Senior Vice President | David L. Morgan II | Senior Vice President |
| Brian J. Coe | Senior Vice President | David Brad Morton | Senior Vice President |
| Edward T. Dodson | Senior Vice President | Robert L. Nelson, Jr. | Senior Vice President |
| F. Samuel Eberts III | Senior Vice President | Patrik F. Noland | Senior Vice President |
| Marcela T. Eisenberg | Senior Vice President | Dale S. Phipps | Senior Vice President |
| Michael J. Etheridge | Senior Vice President | Mark S. Schroeder | Senior Vice President |
| Lidia L. Fonseca | Senior Vice President | Randall L. Simmons | Senior Vice President |
| Robert M. Garvey, Jr. | Senior Vice President | David W. Smith | Senior Vice President |
| Peter H. Huley | Senior Vice President | Lisa Hoffman Starr | Senior Vice President |
| Steven D. Jones | Senior Vice President | Sandra D. van der Vaart | Senior Vice President, Asst Secretary |
| Eric Lindblom | Senior Vice President | | |

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

| | | | |
|-------------------------|--|------------------------|---|
| Alexandre E. Abramov | US Clinical Trials Operations Contracts, Proposals and Letters | Beverly J. Hartshorn | Divisional/Regional - Operations (Florida) |
| William F. Bucher | Marketing and Business Development - (with the exception of government contracts and bids) | Jeffrey C. Hltzke | Supply Chain |
| Debbie K. Burnette | Travel - (cash advances, hotel direct bills, car rental, apartment leases, hotel agreements, travel management statements, expense reports to be paid directly to corporate credit card balance and journal vouchers) (with the exception of government contracts and bids) | Farhila Geniles Hudson | Divisional - Finance (Florida) |
| | | Christina Johnston | Divisional - Finance (Atlantic) |
| | | David M. Johnston | Clinical Trials Testing Services - Contracts (Confidentiality, Pre-Clinical and Phase I-IV) |
| | | Marianne Levandoski | Corporate Purchasing |
| | | George Maha | Identity - Bids, Pricing Letters and Agreements |
| | | Robert S. McLean | AMS Use Agreements/Vendor Contracts |
| | | Jonathan C. Meltzer | Licensing, Mergers & Acquisitions |
| | | | Confidentiality Agreements (with the exception of government contracts and bids) |
| Terry S. Crane | Divisional - Finance (Central South) | Rodolfo Menendez | Divisional/Regional - Operations (Florida) |
| Ernest D. Delia | Divisional - Finance (Northeast) | Angie Miller | Identity - Bids, Pricing Letters and Agreements |
| Lynda D. Dinwiddie | Corporate Fleet and Travel (with the exception of government contracts and bids) | Nancy L. Moore | Marketing and Sales Support (with the exception of government contracts and bids) |
| Michael Duda | US Clinical Trials Operations Contracts, Proposals and Letters | Larry W. Newsom | Divisional/Regional - Operations (Atlantic) |
| Pamela S. Edwards | Occupational Testing Services - Contracts, Proposals and Letters | Edward D. Van Nimwegen | Divisional - Finance (Southwest) |
| William D. Edwards, III | Corporate IS/MIS <\$25,000.00 | Cheryl H. Van Vorous | Pathology Services and Lab Directorship Agreements |
| Scott R. Evans | Divisional/Regional - Operations (Southwest) | Kurt Wanner | Divisional/Regional - Operations (Northeast) |
| Terence Farrell | Divisional/Regional - Operations (Florida) | Brian S. Wilcox | Licensing: Confidentiality Agreements (with the exception of government contracts and bids) |
| James K. Fleming | Science & Technology | Randolph M. Young | Lab Administration |
| Jorge A. Franco | Divisional/Regional - Operations (Florida) | | |
| Thomas A. Grant | Divisional/Regional - Operations (Florida) | | |
| Larry E. Gullett, Jr. | Divisional - Finance (Central North) | | |

I, F. Samuel Eberts III, the Secretary of Laboratory Corporation of America Holdings, a corporation organized and existing under the laws of the State of Delaware, do hereby certify that this is the Official List of Authorized Signers which authorizes the above named individuals to sign agreements on behalf of the Company in accordance with the Company's Contract Review Policy as authorized in a resolution adopted by the Board of Directors on September 20, 1995. I do further certify that said resolution has not been altered or amended and remains in full force and effect as of this date.

Additionally, I do hereby certify that the Official List of Authorized Signers authorizes the above named individuals to sign government bids, contracts, awards, and bonds on behalf of the Company, unless specifically noted above, in accordance with the resolution adopted by the Board of Directors on September 20, 1995 and subsequently amended on February 23, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said company this 22nd day of February 2010.

LABORATORY CORPORATION OF AMERICA HOLDINGS

SEAL


F. Samuel Eberts III, Secretary

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as LABORATORY CORPORATION OF AMERICA HOLDINGS, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That _____,

Corporate title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2012 through December 31, 2012.

Officer

Sworn to before me this _____

day of _____, 2011____

Notary Public

1000



Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS13000004

NIFS Entry Date: 12/06/12 Term: from 01/01/13 to 12/31/13

| | | |
|---|--|---|
| New <input type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Amendment <input checked="" type="checkbox"/> | 2) Comptroller Approval Form Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/> | 3) CSEA Agmt. § 32 Compliance Attached: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Addl. Funds <input type="checkbox"/> | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Blanket Resolution <input type="checkbox"/> | 5) Insurance Required | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| RES# | | |

Agency Information

| Vendor | |
|---|--|
| Name Laboratory Corporation of America Holdings | Vendor ID# 133757370-04 |
| Address 1440 York Court Extension Burlington, NC 27215 | Contact Person Angie Miller Email millera@labcorp.com Phone 800-742-3944 X 67335 Fax 336-538-6572 |

| County Department |
|-----------------------------------|
| Department Contact Virginia Webb |
| Address 60 Charles Lindbergh Blvd |
| Phone 516 227-7452 |

Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE App'd & Fw'd | SIGNATURE | Leg. Approval Required |
|------------|--|--|-------------------|--------------------------------|---|
| | Department | NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> | 12/11/12 | <i>[Signature]</i> | |
| | OMB | NIFS Approval <input type="checkbox"/> | 12/11/12 | <i>[Signature]</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution |
| 1/2/13 | County Attorney | CA RE & Insurance Verification <input checked="" type="checkbox"/> | 1/3/13 | <i>[Signature]</i> | |
| 1/4/13 | County Attorney | CA Approval as to form <input checked="" type="checkbox"/> | 1/4/13 | <i>[Signature]</i> | |
| | Legislative Affairs | Fw'd Original Contract to CA <input type="checkbox"/> | | | |
| | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/> | | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1/4/13 | County Attorney | NIFS Approval <input checked="" type="checkbox"/> | 1/4/13 | <i>[Signature]</i> | |
| | Comptroller | NIFS Approval <input checked="" type="checkbox"/> | 1/18/13 | <i>[Signature]</i> CGL 1/18/13 | |
| | County Executive | Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/> | 2/22/13 | <i>[Signature]</i> | |



Contract Summary

| |
|---|
| Description Genetic Parentage Testing Services |
| Purpose: We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. |
| Method of Procurement: RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. |
| Procurement History: We have been using this vendor since 2005 |
| Description of General Provisions: The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies. |
| Impact on Funding / Price Analysis: Federal 66% State 17% County 17% |
| 2010 contract \$24,000.00 2009 contract \$26,638 2008 Contract \$24,000 (2008 actually spent \$24,364.00) |
| Change in Contract from Prior Procurement: No Change |
| Recommendation: (approve as submitted) |

Advisement Information

| BUDGET CODES | |
|--------------|-------|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX |
| County | \$ 4,080.00 |
| Federal | \$ 15,840.00 |
| State | \$ 4,080.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|------------------------|--------------------|
| 1 | | \$ |
| 2 | SSGEN2800/DE500 | \$ 24,000.00 |
| 3 | | \$ |
| 4 | | \$ |
| 5 | <i>G. Amato 1/3/13</i> | \$ |
| 6 | | \$ |
| TOTAL | | \$24,000.00 |

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

Document Prepared By: _____

Date: _____

| | | |
|--|---|----------------------------------|
| NIFS Certification | Comptroller Certification | County Executive Approval |
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name <i>[Signature]</i> |
| Name <i>Michael S. Cohen</i> | Name <i>George J. Mancuso</i> | Date <i>2/22/13</i> |
| Date <i>1/23/2013</i> | Date <i>1/18/13</i> | (For Office Use Only) |
| | | E #: |

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2013, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000056 between the County and the Contractor, executed on behalf of the County on February 10, 2012 (the "Original Agreement"), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2012 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Twenty Four Thousand Dollars and 00/100 (\$24,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2013.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Four Thousand Dollars and 00/100 (\$24,000.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Forty Eight Thousand Dollars and 00/100 (\$48,000.00) (the "Amended Maximum Amount").

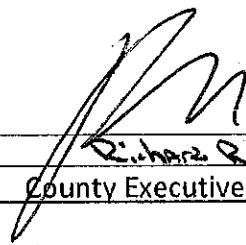
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

LABORATORY CORPORATION OF AMERICA
HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: 12.3.12

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 2/22/13
Richard R. Walker
Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
)

On the 02 day of February in the year 2012 before me personally came R. Imb R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF ~~NEW YORK~~ *North Carolina*
COUNTY OF ~~NASSAU~~ *Alamance* ss.:

On the 3rd day of December in the year 2012 before me personally came Angie R. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contract Manager of Alamance Corporation, America Holdings, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Linda Stanfield
NOTARY PUBLIC

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 06, 2016





Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS14000004

NIFS Entry Date: 12/10/13 Term: from 01/01/14 to 12/31/14

| | |
|---|----------------------------------|
| New <input type="checkbox"/> | Renewal <input type="checkbox"/> |
| Amendment <input checked="" type="checkbox"/> | |
| Time Extension <input type="checkbox"/> | |
| Addl. Funds <input type="checkbox"/> | |
| Blanket Resolution <input type="checkbox"/> | |
| RES# | |

| | | |
|--|---|--|
| 1) Mandated Program: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2) Comptroller Approval Form Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 5) Insurance Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Agency Information

| Vendor | |
|---|--|
| Name Laboratory Corporation of America Holdings | Vendor ID# 133757370-04 |
| Address 1440 York Court Extension Burlington, NC 27215 | Contact Person Angie Miller Email millera@labcorp.com Phone 800-742-3944 X 67335 Fax 336-538-6572 |

| County Department |
|--|
| Department Contact Michael A. Kanowitz |
| Address 60 Charles Lindbergh Blvd |
| Phone 516 227-7748 |

Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE App'd & Fw'd | SIGNATURE | Leg. Approval Required |
|------------|--|--|-------------------|--------------------|--|
| | Department | NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> | 12/11/13 | <i>[Signature]</i> | |
| | OMB | NIFS Approval <input type="checkbox"/> | 12/19/13 | <i>[Signature]</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution |
| 12/24/13 | County Attorney | CA RE & Insurance Verification <input type="checkbox"/> | 12/24/13 | <i>[Signature]</i> | |
| 12/24/13 | County Attorney | CA Approval as to form <input type="checkbox"/> | 12/24/13 | <i>[Signature]</i> | |
| | Legislative Affairs | Fw'd Original Contract to CA <input type="checkbox"/> | | | |
| | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/> | | | |
| 12/24/13 | County Attorney | NIFS Approval <input checked="" type="checkbox"/> | 12/24/13 | <i>[Signature]</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| | Comptroller | NIFS Approval <input checked="" type="checkbox"/> | 1/9/14 | <i>[Signature]</i> | |
| | County Executive | Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/> | 1/13/14 | <i>[Signature]</i> | |

Contract Summary

Contract ID#: CQSS12000056Department: Social Services**Description Genetic Parentage Testing Services**

Purpose: We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes.

Method of Procurement: RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH.

Procurement History: We have been using this vendor since 2005

Description of General Provisions: The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.

Impact on Funding / Price Analysis: Federal 66% State 17% County 17%

2010 contract \$24,000.00 2009 contract \$26,638 2008 Contract \$24,000 (2008 actually spent \$24,364.00)

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

| BUDGET CODES | |
|--------------|-------|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXX |
| County | \$ 4,080.00 |
| Federal | \$ 15,840.00 |
| State | \$ 4,080.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------------------|--------------------|
| 1 | | \$ |
| 2 | | \$ |
| 3 | SSGEN2800/DE500 | \$ 24,000.00 |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| TOTAL | | \$24,000.00 |

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

Document Prepared By: _____

Date: _____

| | | | | | |
|---|--|---|--|----------------------------------|--|
| NIFS Certification I certify that this document was accepted into NIFS. | | Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | | County Executive Approval | |
| Name _____ | | Name _____ | | Name _____ | |
| Date _____ | | Date _____ | | Date _____ | |
| 1/9/14 | | 1/9/14 | | 1/13/14 | |
| | | | | (For Office Use Only) | |
| | | | | E #: | |

115659

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2014, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000056 between the County and the Contractor, executed on behalf of the County on February 10, 2012 as amended by the amendment executed on behalf of the County on February 22, 2013 (as so amended the "Original Agreement"), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2013 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Forty Eight Thousand Dollars and 00/100 (\$48,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Four Thousand Dollars and 00/100 (\$24,000.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Seventy Two Thousand Dollars and 00/100 (\$72,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

LABORATORY CORPORATION OF AMERICA
HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: 12.3.13

NASSAU COUNTY

By: [Signature]
Name: Richard K. Walker
Title: County Executive

☒ Deputy County Executive
Date: 12/13/14

PLEASE EXECUTE IN BLUE INK

114396

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13 day of January in the year 2014 before me personally came Richard R. Wether to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Chief Dep County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01 PEG259026
Qualified in Nassau County
Commission Expires April 02, 2016

North Carolina
STATE OF NEW YORK

Alamance)ss.:
COUNTY OF NASSAU)

On the 3rd day of December in the year 2013 before me personally came Angie R. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contracts Manager of Alamance Corporation of America Holdings the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Linda Stanfield

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 06, 2016



Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS15000009NIFS Entry Date: 12/23/14 Term: from 01/01/15 to 12/31/15

| | | |
|---|--|---|
| New <input type="checkbox"/> Renewal <input type="checkbox"/> | 1) Mandated Program: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Amendment <input checked="" type="checkbox"/> | 2) Comptroller Approval Form Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Time Extension <input type="checkbox"/> | 3) CSEA Agmt. § 32 Compliance Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Addl. Funds <input type="checkbox"/> | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Blanket Resolution <input type="checkbox"/> | 5) Insurance Required | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| RES# _____ | | |

Agency Information

| Vendor | | County Department |
|---|--|---|
| Name <u>Laboratory Corporation of America Holdings</u> | Vendor ID# <u>133757370-04</u> | Department Contact <u>Michael A. Kanowitz</u> |
| Address <u>1440 York Court Extension</u> <u>Burlington, NC 27215</u> | Contact Person <u>Angie Miller</u> Email <u>millera@labcorp.com</u> Phone <u>800-742-3944 X 67335</u> Fax <u>336-538-6572</u> | Address <u>60 Charles Lindbergh Blvd</u> Phone <u>516 227-7452</u> |

Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE App'd & Fw'd. | SIGNATURE | Leg. Approval Required |
|----------------|--|--|--------------------|--------------------|--|
| | Department | NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> | <u>2/23/15</u> | <i>[Signature]</i> | |
| | OMB | NIFS Approval <input type="checkbox"/> | <u>2/3/15</u> | <i>[Signature]</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution |
| <u>2/10/15</u> | County Attorney | CA RE & Insurance Verification <input type="checkbox"/> | <u>2/10/15</u> | <i>[Signature]</i> | |
| <u>2/10/15</u> | County Attorney | CA Approval as to form <input checked="" type="checkbox"/> | <u>2/10/15</u> | <i>[Signature]</i> | |
| | Legislative Affairs | Fw'd Original Contract to CA <input type="checkbox"/> | | | |
| | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/> | | | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| <u>2/10/15</u> | County Attorney | NIFS Approval <input checked="" type="checkbox"/> | <u>2/10/15</u> | <i>[Signature]</i> | |
| | Comptroller | NIFS Approval <input type="checkbox"/> | <u>3/10/15</u> | <i>[Signature]</i> | |
| | County Executive | Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/> | <u>2/23/15</u> | <i>[Signature]</i> | |

Contract Summary

**Description Genetic Parentage Testing Services**

Purpose: We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. *(Renew existing contract for one year)*

Method of Procurement: RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH.

Procurement History: We have been using this vendor since 2005

Description of General Provisions: The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.

Impact on Funding / Price Analysis: Federal 66% State 17% County 17%

2010 contract \$24,000.00 2009 contract \$26,638 2008 Contract \$24,000 (2008 actually spent \$24,364.00)

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

| BUDGET CODES | |
|--------------|-------|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX |
| County | \$ 4,080.00 |
| Federal | \$ 15,840.00 |
| State | \$ 4,080.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------------------------------|-------------------|--------------------|
| 1 | | \$ |
| 2 | | \$ |
| 3 | | \$ |
| 4 | SSGEN2800/DE500 | \$24,000.00 |
| 5 | | \$ |
| 6 | | \$ |
| <i>J. Amato 9/10/15</i> TOTAL | | \$24,000.00 |

Document Prepared By: _____

Date: _____

| NIFS Certification | | Comptroller Certification | | County Executive Approval | |
|--|--------------------|---|--------------------|---------------------------|--------------------|
| I certify that this document was accepted into NIFS. | | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | | Name | <i>[Signature]</i> |
| Name | <i>[Signature]</i> | Name | <i>[Signature]</i> | Date | 2/23/15 |
| Date | 3/6/15 | Date | 3/6/15 | (For Office Use Only) | |
| | | | | E #: | |

121196

AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000056 between the County and the Contractor, executed on behalf of the County on February 10, 2012 as amended by the amendment executed on behalf of the County on February 22, 2013 as amended by the amendment executed on behalf the County on January 13, 2014 (as so amended the "Original Agreement"), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2014 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Seventy Two Thousand Dollars and 00/100 (\$72,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Four Thousand Dollars and 00/100 (\$24,000.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Ninety Six Thousand Dollars and 00/100 (\$96,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

LABORATORY CORPORATION OF AMERICA
HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: December 17, 2014

NASSAU COUNTY

By: [Signature]
Name: Richard B. Walker
Title: County Executive
☒ [Signature] Deputy County Executive
Date: 3/31/15

PLEASE EXECUTE IN BLUE INK

120823

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 31 day of March in the year 2015 before me personally came Richard R. Walter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE3259026
Qualified in Nassau County
Commission Expires April 02, 2016

North Carolina
STATE OF NEW YORK)

Alamance)ss.:
COUNTY OF NASSAU)

On the 17th day of December in the year 2014 before me personally came Angie R. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contracts Manager of Laboratory Corporation of America (Holding) the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Linda Stanfield
NOTARY PUBLIC

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 06, 2016



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Laboratory Corporation of America Holdings

Dated: 4-5-16

Signed: Angie R. Miller

Print Name: Angie R. Miller

Title: Contract Manager

