

Request for Proposal 23-74828 -Topics for Discussion and Negotiation		
Attachment B - page - 3 of 25 section 7.Audits and Monitoring. [Modified] subsection C.7.4	The parties agree that any authorized employee or representative of the State or the federal government of the United States (hereinafter referred to as "governmental agent") shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor <b>upon reasonable written notice</b> and inspector audit any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall provide photocopies, make all books, records, and documents that relate to their activities under this Contract available for inspection, review, and audit when requested by a governmental agent. The Contractor shall provide photocopies when requested and ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by a governmental agent.	
Attachment B - page - 3 of 25 section 7.Audits and Monitoring. [Modified] subsection C last paragraph	The Contractor hereby acknowledges and agrees that DCS may, in its discretion, conduct monitoring reviews of the Contractor, pursuant to this Section 7(C) of this Contract, for purposes including outcome tracking, quality review of services, and conducting any other program or service audits of the Contractor. The State may conduct such reviews <del>with on-site monitoring or</del> by requesting supporting documentation from the Contractor. Monitoring review activities conducted by DCS may include, but are not limited to, review of the Contractor's program and personnel policies and procedures, service planning activities, caseload ratios, family needs assessments, training and development programs and policies, adequacy of supervision, continuous quality improvement processes, and any documentation in support thereof.	
Attachment B - page - 3 of 25 section 7.Audits and Monitoring. [Modified] subsections F-H	<del>F. Independent Financial Audits: The Contractor shall provide a copy to DCS of any independent financial audit conducted for the Contractor. A copy of the financial audit shall be provided to DCS within thirty (30) days of the Contractor's receipt of the written audit documents.</del> <del>G. Financial Statements: If the Contractor has not conducted an independent financial audit, the Contractor shall annually submit the Contractor's financial statements, including its profit-loss statement and balance sheet, to DCS within thirty (30) days of the anniversary date of this Contract.</del> <del>H. The Contractor shall submit the items described in either Paragraph 7(F) or 7(G) of this Contract to the following address DCS representative identified in Section 34 [Notice to Parties] of this Contract.:</del>	Labcorp is a publicly traded company and this information is available to the public via the Internet at the following at: <a href="https://ir.labcorp.com/financials/sec-filings">https://ir.labcorp.com/financials/sec-filings</a>
Attachment B - page - 7 of 25 section 13.Continuity of Services. [Modified]	<del>Continuity of Services. [Modified]</del> <del>A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration and/or termination, a successor, either the State or another contractor, may continue them. The Contractor agrees to:</del> <del>(1) Furnish phase-in training, and</del> <del>(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.</del> <del>B. The Contractor shall, upon the State's written notice:</del> <del>(1) Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires and/or is terminated, and</del> <del>(2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.</del> <del>C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.</del>	
Attachment B - page - 10 of 25 section 20.Force Majeure	20.Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, pandemic/epidemic, strikes, riots, war, cyber-attack, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.	
Attachment B - page - 15 of 25 section 34. Notice to Parties. [Modified]	Please add the following: <b>with a copy to: Laboratory Corporation of America Holdings</b> <b>531 S. Spring Street Burlington, NC 27215</b> <b>Attn: Law Department</b>	

<p>Attachment B - pages - 17&amp; 18 of 25 section 45. Termination for Convenience.</p>	<p>This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State. <b>Additionally, this Contract may be terminated in whole by Contractor for any reason, upon sixty (60) days' written notice to State.</b></p>	
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