

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

July 19, 2007

**CHANGE NOTICE NO. 5**  
**TO**

**CONTRACT NO. 071B4200003**

**between**

**THE STATE OF MICHIGAN**  
**and**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Detroit Bio Medical Laboratories, Inc.</b> <b>23955 Freeway Park Dr.</b> <b>Farmington Hills, MI 48335</b>		<b>TELEPHONE Jim Fradette</b> <b>(248) 471-4111</b>
		<b>VENDOR NUMBER/MAIL CODE</b>
		<b>BUYER/CA (517) 241-4225</b> <b>Kevin Dunn</b>
<b>Contract Compliance Inspector: Bruce Nabozny</b> <b>General Laboratory Services – Center for Forensic Psychiatry – Dept. of Community Health</b>		
<b>CONTRACT PERIOD: From: October 1, 2003 To: September 30, 2008</b>		
<b>TERMS</b> <p style="text-align: center;">N/A</p>	<b>SHIPMENT</b> <p style="text-align: center;">N/A</p>	
<b>F.O.B.</b> <p style="text-align: center;">N/A</p>	<b>SHIPPED FROM</b> <p style="text-align: center;">N/A</p>	
<b>MINIMUM DELIVERY REQUIREMENTS</b> <p style="text-align: center;">N/A</p>		

**NATURE OF CHANGE (S):**

Effective October 1, 2007, this Contract is hereby EXTENDED through September 30, 2008. Also, effective October 1, 2007, this Contract is hereby INCREASED by \$73,177.00. Note: The Buyer for this Contract is changed to Kevin Dunn. All other terms, conditions, specifications, and pricing remain unchanged.

**AUTHORITY/REASON:**

Per DCH request and DMB, Purchasing Operations' approval.

**INCREASE: \$73,177.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 487,218.11**

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

December 12, 2006

**CHANGE NOTICE NO. 4**  
**TO**

**CONTRACT NO. 071B4200003**

**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Detroit Bio Medical Laboratories, Inc.</b> <b>23955 Freeway Park Dr.</b> <b>Farmington Hills, MI 48335</b>		TELEPHONE Jim Fradette <b>(248) 471-4111</b>
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-7396 <b>Andy Ghosh</b>
Contract Compliance Inspector: Bruce Nabozny <b>General Laboratory Services – Center for Forensic Psychiatry – Dept. of Community Health</b>		
CONTRACT PERIOD: From: <b>October 1, 2003</b> To: <b>September 30, 2007</b>		
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE (S):**

**Effective immediately, this Contract is hereby INCREASED by \$103,510.00. All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per CFP/Detroit Bio Med Lab, Inc. and DMB/Purchasing Operations.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE:           \$ 414,041.11**

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

September 29, 2006

**CHANGE NOTICE NO. 3**  
**TO**

**CONTRACT NO. 071B4200003**

**between**

**THE STATE OF MICHIGAN**  
**and**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Detroit Bio Medical Laboratories, Inc.</b> <b>23955 Freeway Park Dr.</b> <b>Farmington Hills, MI 48335</b>		<b>TELEPHONE Jim Fradette</b> <b>(248) 471-4111</b>
		<b>VENDOR NUMBER/MAIL CODE</b>
		<b>BUYER/CA (517) 373-7396</b> <b>Andy Ghosh</b>
<b>Contract Compliance Inspector: Bruce Nabozny</b> <b>General Laboratory Services – Center for Forensic Psychiatry – Dept. of Community Health</b>		
<b>CONTRACT PERIOD: From: October 1, 2003 To: September 30, 2007</b>		
<b>TERMS</b> <p style="text-align: center;">N/A</p>	<b>SHIPMENT</b> <p style="text-align: center;">N/A</p>	
<b>F.O.B.</b> <p style="text-align: center;">N/A</p>	<b>SHIPPED FROM</b> <p style="text-align: center;">N/A</p>	
<b>MINIMUM DELIVERY REQUIREMENTS</b> <p style="text-align: center;">N/A</p>		

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED through September 30, 2007.

All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per CFP/Detroit Bio Med Lab, Inc. and DMB/Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 310,531.11**

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

June 27, 2006

**CHANGE NOTICE NO. 2  
 TO**

**CONTRACT NO. 071B4200003**

**between**

**THE STATE OF MICHIGAN  
 and**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Detroit Bio Medical Laboratories, Inc.</b> <b>23955 Freeway Park Dr.</b> <b>Farmington Hills, MI 48335</b>		<b>TELEPHONE Jim Fradette</b> <b>(248) 471-4111</b>
		<b>VENDOR NUMBER/MAIL CODE</b>
		<b>BUYER/CA (517) 373-7396</b> <b>Andy Ghosh</b>
<b>Contract Compliance Inspector: Bruce Nabozny</b> <b>General Laboratory Services – Center for Forensic Psychiatry – Dept. of Community Health</b>		
<b>CONTRACT PERIOD: From: October 1, 2003 To: September 30, 2006</b>		
<b>TERMS</b>  <b>N/A</b>	<b>SHIPMENT</b>  <b>N/A</b>	
<b>F.O.B.</b>  <b>N/A</b>	<b>SHIPPED FROM</b>  <b>N/A</b>	
<b>MINIMUM DELIVERY REQUIREMENTS</b>  <b>N/A</b>		

**NATURE OF CHANGE (S):**

**Effective immediately, the following addendum is made to the contract:**

**“When a Thin Prep is ordered with the HPV reflex and the Thin Prep results indicate criteria for reflex because of high or low risk for HPV, the reflex for HPV would be performed on that specimen at an additional cost of \$72.00 per occurrence.”**

**All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**CFP/Detroit Bio Med Lab, Inc.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 310,531.11**

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**ACQUISITION SERVICES**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

April 29, 2004

**CHANGE NOTICE NO. 1**  
**TO**

**CONTRACT NO. 071B4200003**

**between**  
**THE STATE OF MICHIGAN**  
**and**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Detroit Bio Medical Laboratories, Inc.</b> <b>23955 Freeway Park Dr.</b> <b>Farmington Hills, MI 48335</b>		<b>TELEPHONE Jim Fradette</b> <b>(248) 471-4111</b>
		<b>VENDOR NUMBER/MAIL CODE</b>
		<b>BUYER/CA (517) 373-7396</b> <b>Andy Ghosh</b>
<b>Contract Compliance Inspector: Bruce Nabozny</b> <b>General Laboratory Services – Center for Forensic Psychiatry – Dept. of Community Health</b>		
<b>CONTRACT PERIOD: From: October 1, 2003 To: September 30, 2006</b>		
<b>TERMS</b> <p style="text-align: center;">N/A</p>	<b>SHIPMENT</b> <p style="text-align: center;">N/A</p>	
<b>F.O.B.</b> <p style="text-align: center;">N/A</p>	<b>SHIPPED FROM</b> <p style="text-align: center;">N/A</p>	
<b>MINIMUM DELIVERY REQUIREMENTS</b> <p style="text-align: center;">N/A</p>		

**NATURE OF CHANGE (S):**

Effective immediately, the composition of Profile #1 and Profile #2 are revised. Cortisol is removed and LDL is added to Profile #1 and 2. Pricing and all other terms remain the same.

**AUTHORITY/REASON:**

CFP/Detroit Bio Med Lab, Inc.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 310,531.11**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

October 7, 2003

NOTICE  
TO  
CONTRACT NO. 071B4200003  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR		TELEPHONE Jim Fradette <b>(248) 471-4111</b>
Detroit Bio Medical Laboratories, Inc. 23955 Freeway Park Dr. Farmington Hills, MI 48335		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-7396 Andy Ghosh
Contract Administrator Bruce Nabozny <b>General Laboratory Services – Center for Forensic Psychiatry – Dept. of Community Health</b>		
CONTRACT PERIOD: From: <b>October 1, 2003</b> To: <b>September 30, 2006</b>		
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

The terms and conditions of this Contract are those of [ITB #071I3000149](#) this Contract Agreement and the vendor's quote dated [May 29, 2003](#). In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$ 310,531.11

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**ACQUISITION SERVICES**  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B4200003**

**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Detroit Bio Medical Laboratories, Inc.</b> <b>23955 Freeway Park Dr.</b> <b>Farmington Hills, MI 48335</b>	TELEPHONE Jim Fradette <b>(248) 471-4111</b> VENDOR NUMBER/MAIL CODE  BUYER (517) 373-7396 <b>Andy Ghosh</b>
Contract Administrator Bruce Nabozny <b>General Laboratory Services – Center for Forensic Psychiatry – Dept. of Community Health</b>	
CONTRACT PERIOD: From: <b>October 1, 2003</b> To: <b>September 30, 2006</b>	
TERMS  N/A	SHIPMENT  N/A
F.O.B.  N/A	SHIPPED FROM  N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of <b>ITB #071I3000149</b> this Contract Agreement and the vendor's quote dated <b>May 29, 2003</b> . In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.  Estimated Contract Value: \$ 310,531.11	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 071I3000149**. Orders for delivery of equipment will be issued directly by the **Department of Community Health** through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE VENDOR:</b>  <b>Detroit Bio Medical Laboratories, Inc.</b> _____ Firm Name	<b>FOR THE STATE:</b>  _____ Signature
_____ Authorized Agent Signature	<b>Andy Ghosh, Buyer Specialist</b> _____ Name
_____ Authorized Agent (Print or Type)	<b>Tactical Purchasing, Acquisition Services</b> _____ Title
_____ Date	_____ Date

**STATE OF MICHIGAN  
MEDICAL LAB SERVICES  
FOR CENTER FOR FORENSIC PSYCHIATRY  
DEPARTMENT OF COMMUNITY HEALTH**

**Contract No. 071B420003**

**TABLE OF CONTENTS**

**INTRODUCTION ..... 1**

**SECTION I – CONTRACTUAL SERVICES TERMS AND CONDITIONS**

<b>I-A</b>	<b>PURPOSE.....</b>	<b>4</b>
<b>I-B</b>	<b>TERM OF CONTRACT .....</b>	<b>4</b>
<b>I-C</b>	<b>ISSUING OFFICE .....</b>	<b>4</b>
<b>I-D</b>	<b>CONTRACT ADMINISTRATOR .....</b>	<b>4</b>
<b>I-E</b>	<b>COST LIABILITY .....</b>	<b>5</b>
<b>I-F</b>	<b>CONTRACTOR RESPONSIBILITIES .....</b>	<b>5</b>
<b>I-G</b>	<b>NEWS RELEASES .....</b>	<b>5</b>
<b>I-H</b>	<b>DISCLOSURE.....</b>	<b>5</b>
<b>I-I</b>	<b>ACCOUNTING RECORDS.....</b>	<b>5</b>
<b>I-J</b>	<b>INDEMNIFICATION .....</b>	<b>5</b>
<b>I-K</b>	<b>LIMITATION OF LIABILITY .....</b>	<b>7</b>
<b>I-L</b>	<b>NON INFRINGEMENT/COMPLIANCE WITH LAWS .....</b>	<b>7</b>
<b>I-M</b>	<b>WARRANTIES AND REPRESENTATIONS.....</b>	<b>7</b>
<b>I-N</b>	<b>TIME IS OF THE ESSENCE.....</b>	<b>7</b>
<b>I-O</b>	<b>STAFFING OBLIGATIONS .....</b>	<b>7</b>
<b>I-P</b>	<b>WORK PRODUCT AND OWNERSHIP .....</b>	<b>10</b>
<b>I-Q</b>	<b>CONFIDENTIALITY OF DATA AND INFORMATION.....</b>	<b>10</b>
<b>I-R</b>	<b>REMEDIES FOR BREACH OF CONFIDENTIALITY .....</b>	<b>10</b>
<b>I-S</b>	<b>CONTRACTOR'S LIABILITY INSURANCE.....</b>	<b>11</b>
<b>I-T</b>	<b>NOTICE AND RIGHT TO CURE .....</b>	<b>12</b>
<b>I-U</b>	<b>CANCELLATION.....</b>	<b>13</b>
<b>I-V</b>	<b>RIGHTS AND OBLIGATIONS UPON CANCELLATION .....</b>	<b>14</b>
<b>I-W</b>	<b>EXCUSABLE FAILURE .....</b>	<b>14</b>
<b>I-X</b>	<b>ASSIGNMENT .....</b>	<b>15</b>
<b>I-Y</b>	<b>DELEGATION.....</b>	<b>15</b>
<b>I-Z</b>	<b>NON-DISCRIMINATION CLAUSE .....</b>	<b>15</b>
<b>I-AA</b>	<b>WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT .....</b>	<b>16</b>
<b>I-BB</b>	<b>MODIFICATION OF SERVICE .....</b>	<b>16</b>
<b>I-CC</b>	<b>NOTICES .....</b>	<b>17</b>
<b>I-DD</b>	<b>ENTIRE AGREEMENT .....</b>	<b>17</b>
<b>I-EE</b>	<b>NO WAIVER OF DEFAULT.....</b>	<b>17</b>
<b>I-FF</b>	<b>SEVERABILITY .....</b>	<b>17</b>
<b>I-GG</b>	<b>HEADINGS .....</b>	<b>18</b>
<b>I-HH</b>	<b>RELATIONSHIP OF THE PARTIES.....</b>	<b>18</b>
<b>I-II</b>	<b>UNFAIR LABOR PRACTICES .....</b>	<b>18</b>
<b>I-JJ</b>	<b>SURVIVOR .....</b>	<b>18</b>
<b>I-KK</b>	<b>GOVERNING LAW .....</b>	<b>18</b>
<b>I-LL</b>	<b>YEAR 2000 SOFTWARE COMPLIANCE.....</b>	<b>18</b>
<b>I-MM</b>	<b>CONTRACT DISTRIBUTION .....</b>	<b>18</b>
<b>I-NN</b>	<b>ELECTRONIC FUNDS TRANSFER.....</b>	<b>18</b>
<b>I-OO</b>	<b>TRANSITION ASSISTANCE .....</b>	<b>18</b>
<b>I-PP</b>	<b>DISCLOSURE OF LITIGATION .....</b>	<b>19</b>

**I-QQ STOP WORK.....20**

**SECTION II - WORK STATEMENT**

**II-A WORK STATEMENT.....21**  
**II-B OBJECTIVES .....21**  
**II-C TASKS.....21**  
**II-D CONTRACT INVOICING AND PAYMENT .....25**  
**II-E PRICE PROPOSAL.....25**

**APPENDICES**

- A. Technical Proposal/ Price List**
- B. HIPPA Business Associate Addendum**

## DEFINITION OF TERMS

TERMS	DEFINITIONS
<b>Contract</b>	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
<b>Contractor</b>	The successful bidder who is awarded a Contract.
<b>DMB</b>	Michigan Department of Management and Budget
<b>RFP</b>	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
<b>ITB</b>	Invitation to Bid - A generic form used by Acquisition Services to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential bidders.
<b>Successful Bidder</b>	The bidder(s) awarded a Contract as a result of a solicitation.
<b>State</b>	The State of Michigan  For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
<b>Blanket Purchase Order</b>	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
<b>Expiration</b>	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
<b>Cancellation</b>	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
<b>Work Product</b>	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I  
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

**I-A PURPOSE**

This Contract is for Medical Lab Services for Center for Forensic Psychiatry, Department of Community Health.

Contract awarded from this solicitation will be a unit price contract.

**I-B TERM OF CONTRACT**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of a Contract by all parties. The activities in the Contract cover the period of October 1, 2003 through September 30, 2006, with two (2) optional one-year extensions. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

**I-C ISSUING OFFICE**

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, Department of Community Health, Center for Forensic Psychiatry. Where actions are a combination of those of Acquisition Services and the Department of Community Health, Center for Forensic Psychiatry, the authority will be known as the State.

**Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein.** Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Request For Proposal and any Contract(s) awarded as a result of this Request. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this procurement must be addressed to:

**Andy Ghosh, Buyer Specialist**  
DMB, Acquisition Services  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, MI 48909  
ghosha@michigan.gov  
(517) 373-7396

**I-D CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

**Bruce Nabozny, Finance Officer**  
Michigan Department of Community Health  
Center for Forensic Psychiatry  
PO Box 2060  
Ann Arbor, MI 48106  
(734) 429-2531, ext 239



**I-E COST LIABILITY**

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract. Total liability of the State is limited to the terms and conditions of the Contract.

**I-F CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities offered in this Contract whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the this Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

**I-G NEWS RELEASES**

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

**I-H DISCLOSURE**

All information in a bidder's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

**I-I ACCOUNTING RECORDS**

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

**I-J INDEMNIFICATION**

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;



3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

**B. Patent/Copyright Infringement Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

**C. Indemnification Obligation Not Limited**

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

**D. Continuation of Indemnification Obligation**

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.



**I-K LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor's indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, action and proceeding brought against the State.

**I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS**

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

**I-M WARRANTIES AND REPRESENTATIONS**

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;

**I-N TIME IS OF THE ESSENCE**

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

**I-O STAFFING OBLIGATIONS**

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of



the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

The State and the Contractor agree that the following personnel are Key Personnel for purposes of this Contract:

<b>Position</b>	<b>Employee Name</b>	<b>Hours</b>	<b>Degree/Cert</b>
<b>Director</b>	S. T. Shaya	40	Bachelor of Science/MT
	Vincent S. Trent MD	40	Doctorate Of Medicine
	Total Hours	80	
<b>Consultants</b>	Amjad Rasool	As Needed	Bachelor of Science
	Ben Nakash	As Needed	Ph.D.
	Carylon Harper	As Needed	Bachelor of Science
	Clement Fradette	As Needed	Bachelor of Science
	James Dougherty	As Needed	Bachelor of Science
	James Flickman	As Needed	Bachelor of Science
	James Shaya	As Needed	Doctorate Of Medicine
	Linda Babcock	As Needed	Lawyer
	Louis Lopez	As Needed	Bachelor of Science
	Sande Kowalewski	As Needed	Bachelor of Science
<b>Supervisors</b>	Abdul Asbahi	40	MT/HEW
	Antoinette	40	Assoc of Science/MLT
	Zajechowski		ASCP
	Bob Bielinda	40	Bachelor of Science/MT
	David Elbinger	40	MT/HEW
	Diane Howell	40	Cytotech ASCP
	Gary Klunzinger	40	Bachelor of Business
	John Malachowski	40	MT/HEW
	Myra Loeckner	40	Hist Tech Cert ASCP
	Raymond Zakaria	40	Masters Of Science
	Richard Arnold	40	Assoc of Science/MLT
			ASCP
	Richard Zakaria	40	Bachelor of Science/MT
			ASCP
Robert Zakaria	40	Assoc of Mechanical Engineer	
Stamatina Ziemba	30	Ph.D.	
Total Hours	510		
<b>Pathologist</b>	Dr Trent	40	Doctorate Of Medicine
	Dr Rey	20	Doctorate Of Medicine
	Dr Saleh	20	Doctorate Of Medicine
	Dr Thrasher	20	Doctorate Of Medicine
	Total Hours	100	



<b>Position</b>	<b>Employee Name</b>	<b>Hours</b>	<b>Degree/Cert</b>
<b>Technologist</b>	Angela Cho	40	Bachelor of Science/MT
	Vickie Hughes	40	Bachelor of Science/MT ASCP
	Dawn Montaque	40	Bachelor of Science/MT ASCP
	Frank Fryzlewicz	40	Bachelor of Science/MT ASCP
	Joyce Livingston	40	Bachelor of Science/MT
	Judy Galprin	25	Bachelor of Science/MT ASCP
	Lori Ciccione	25	Bachelor of Science/MT ASCP
	Marilyn Brown	40	Bachelor of Science/MT ASCP
	Nancy Thieda	10	Ph.D.
	Salma Mohammed	40	Bachelor of Science/MT ASCP
	Total Hours	340	
<b>MLT</b>	Craig Hiltunen	40	Assoc of Science/MLT ASCP
	Cynthia Churchill	30	Assoc of Science/MLT
	Debbie Kleeves	40	Assoc of Science/MLT
	Diane Charette	25	Assoc of Science/MLT ASCP
	Joseph Laporte	40	Assoc of Science/MLT
	Kim Tworkowski	40	Assoc of Science/MLT ASCP
	Mary Corera	40	Assoc of Science/MLT
	Mary Sanders	40	Assoc of Science/MLT ASCP
	Mary Wojcik	10	40yrs Experience
	Marty Johnson	40	Assoc of Science/MLT ASCP
	Peggy Barrett	As Needed	HEW/MLT
Total Hours	345		
<b>Cytology</b>	Diane Howell	40	CytoTech ASCP
	Julie Fowler	24	CytoTech ASCP
	Total Hours	64	



**I-P WORK PRODUCT AND OWNERSHIP**

1. Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.
2. Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.
3. The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

**I-Q CONFIDENTIALITY OF DATA AND INFORMATION**

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.
2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

**I-R REMEDIES FOR BREACH OF CONFIDENTIALITY**



The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-Q of this Contract shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

**I-S CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF Acquisition Services, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverages:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit
  - \$500,000 Fire Damage Limit (any one fire)



The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.
- 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.
- 5. Employers liability insurance with the following minimum limits:  
 \$100,000 each accident  
 \$100,000 each employee by disease  
 \$500,000 aggregate disease
- 6. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage: *(to be used if contracting for insurance agents, accountants, lawyers, architects, engineers and surveyors.)*
  - \$1,000,000 each occurrence and \$3,000,000 annual aggregate
  - \$3,000,000 each occurrence and \$5,000,000 annual aggregate
  - \$5,000,000 each occurrence and \$10,000,000 annual aggregate
- 7. Medical Professional Liability, minimum coverage *(Medical Professional Liability Insurance is required anytime the State contracts with a medical professional. If a single practitioner will be providing services on site at an agency facility, CGL is NOT required.)*
  - \$100,000 each occurrence and \$300,000 annual aggregate *(for single practitioner)*
  - \$200,000 each occurrence and \$600,000 annual aggregate *(for single practitioner)*
  - \$1,000,000 each occurrence and \$5,000,000 annual aggregate *(for group practice)*

**I-T NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated



breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**I-U CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.



4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

**I-V RIGHTS AND OBLIGATIONS UPON CANCELLATION**

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**I-W EXCUSABLE FAILURE**



1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
  
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaroud plans or other means.

**I-X ASSIGNMENT**

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

**I-Y DELEGATION**

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the Director of Acquisition Services has given written consent to the delegation.

**I-Z NON-DISCRIMINATION CLAUSE**

In the performance of this Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment,



as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-AA WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.state.mi.us/mdcs/Regindx](http://www.state.mi.us/mdcs/Regindx).

**I-BB MODIFICATION OF SERVICE**

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

This Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
  - a. withdraw its change request; or
  - b. modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing



performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

**IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.**

**I-CC NOTICES**

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor:     **Jim Fradette**  
                                  **Detroit Bio Medical Laboratories, Inc.**  
                                  **23955 Freeway Park Dr.**  
                                  **Farmington Hills, MI 48335**

For the State:           **Andy Ghosh, Buyer Specialist**  
                                  **DMB, Acquisition Services**  
                                  **2nd Floor, Mason Building,**  
                                  **P.O. Box 30026**  
                                  **Lansing, MI 48909**

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

**I-DD ENTIRE AGREEMENT**

The contents of this document and the vendor's proposal will become contractual obligations, if a Contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

The Contract resulting from this RFP shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**I-EE NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of this Contract resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

**I-FF SEVERABILITY**



Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**I-GG HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**I-HH RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**I-II UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-JJ SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**I-KK GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**I-LL YEAR 2000 SOFTWARE COMPLIANCE**

The Contractor warrants that services provided under this Contract including but not limited to the production of all Work Products, shall be provided in an accurate and timely manner without interruption, failure or error due the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom.

**I-MM CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**I-NN ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**I-OO TRANSITION ASSISTANCE**



If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for **up to six months after** the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance. If the State cancels this Contract for cause, then the State will be entitled to off set the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

**I-PP DISCLOSURE OF LITIGATION**

1. The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.
2. The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years proceeding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of \$250,000 or which otherwise may affect the viability or financial stability of the Contractor , or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than \$250,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.
3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.
4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
  - a) the ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
  - b) whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then



The Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

5. The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.

**I-QQ STOP WORK**

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
  - a) Cancel the stop work order; or
  - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
  - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
5. An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.



## SECTION II

## WORK STATEMENT

**II-A WORK STATEMENT**

To provide Laboratory Services for the Department of Community Health, Center for Forensic Psychiatry.

**II-B OBJECTIVES**General:

The contractor is to provide Medical Laboratory Services for the Center for Forensic Psychiatry. This includes, but is not limited to: on-site phlebotomy services, collection and transportation of specimens, emergency/stat services, and lab test results submission and distribution.

**II-C TASKS**

1. Contractor agrees to maintain licensure as a clinical laboratory through the Michigan Department of Public Health and within compliance under the Clinical Laboratory Improvement Act of 1967, as amended and provide evidence of such a license upon submission of bid. Failure to maintain such a license will result in immediate cancellation of this Contract. Contractor also agrees to supply the Agency with proof of license upon renewal and upon Agency request.
2. Contractor agrees to maintain inspection and accreditation with the College of American Pathologists and provide evidence of accreditation upon submission of bid.
3. Contractor shall have an active, formal quality control program that conforms to generally accepted industry standards. Contractor to provide evidence of such formal quality control program and its utilization in laboratory operations with submission of bid and Contractor to provide a copy to the Agency/Contract Administrator on an annual basis. Quarterly meetings will be scheduled between contractor and agency for quality improvement/quality assurance issues related to the contract and service.
4. The Phlebotomist shall draw all blood, prepare specimens for pick-up and process all paperwork associated with the laboratory service. The phlebotomist shall transport and deliver all routine test specimens and Stat/Emergency blood draws to laboratory. The service shall be provided at no additional charge to the agency. The phlebotomist as an employee of the Contractor should assist the Center for Forensic Psychiatry staff in their Performance Improvement Program as needed. Duties would include but are not limited to maintenance of lab testing records, providing statistical data of lab services per unit on a monthly basis.
5. Contractor's employees shall wear gloves when performing venipuncture and other vascular access procedures, per Agency's Universal Precautions Policy/Standards for Blood Borne Pathogens (see attachment). Contractor shall also require an annual PPD (TB) skin test for their employees and submit proof of such to the Agency. Contractor shall provide availability of scheduled phlebotomist(s) to attend Agency two (2) hour orientation training at no expense to the Agency. The phlebotomist(s) will complete the orientation in a satisfactory manner. The Agency will be responsible for providing the instructor and material for the orientees. The training will include instruction of universal precautions.
6. Phlebotomists should be scheduled to provide uninterrupted services for four (4) hours between 7:00 am to 11:00 am at the current CFP. Hours of service will change to 6:00 am to 10:00 am after we move to the new CFP.

For ROUTINE TESTS: Scheduling and hours of service shall be at the discretion of the Hospital, and are as follows:

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



Phlebotomist to be available Monday through Friday, 4 hours per day, between 7:00 a.m. and 11:00 a.m. at the current CFP location (excluding weekends, state holidays and off hours) and 6:00 am to 10:00 am at the new CFP location.

For STAT/EMERGENCY blood draws: Phlebotomist to be available weekends, holidays and off-hours as needed for blood draws on an on-call basis.

7. Contractor shall provide and maintain all supplies, materials and equipment required to obtain and transport specimens to and from Contractor's laboratory. Some examples are needles, centrifuge, tubes, gloves, culturesses, etc.
8. Contractor to perform weekly laboratory testing of Agency Dental Clinic's two (2) autoclaves. The Contractor to provide two (2) test specimens per week per each autoclave (a total of four tests per week). The Agency Dental Clinic will perform the sterilization aspects of the tests. One (1) test specimen per autoclave will be processed through the autoclave sterilization cycle and one (1) test specimen per autoclave will be sent back as received, as a "control". The Agency Dental Clinic will take test specimens to a designated site for pick-up by the Contractor's phlebotomist who will transport and deliver the tests to the lab. Normal autoclave test results to be transmitted to the Agency via printer when completed. Abnormal autoclave test results to be telephoned to the Agency Dental Clinic at (734) 429-2531 ext. 564 as soon as possible and also transmitted to the Agency via printer. Two (2) copies of each test result to accompany the original test result.

Unit cost per one each autoclave test = \$25.00 each.

9. Specimens picked up in the morning for CFP Profile, SMA 12, and SMA 18 tests shall be processed and results which are not within normal range shall be telephoned to the designated agency medical personnel no later than 1:30pm the day of pickup. Tests which are within normal range shall be processed and written test results (hard copy), provided to the agency by 9:00am the following morning; including partial results of CFP Profiles. Cultures and other procedures which require more than 18 hours between preparation of the test and determination of the result shall be completed and the report delivered within one (1) working day after the result can be determined.
10. The Contractor must transmit/deliver written test results to the Agency in a timely manner. Written test results must be transmitted within 24 hours via one (1) each printer with modem at the expense of the Contractor. A total of one (1) original and two (2) copies of each test result are to be transmitted to the agency. The Contractor to provide and install the printer with modem at the agency location. The Contractor to provide the dedicated phone line at the Contractor's expense. Written test results of routine laboratory tests are to be transmitted to the Agency by 9:00 a.m. the following morning. The Contractor shall also be responsible for distribution of the laboratory results to the respective clinical areas. Results shall be delivered in envelopes, which are provided by the Contractor to protect the confidentiality of said results.
11. Repeat tests shall be performed without charge to the Agency. A procedure shall be considered a repeat test if, in the opinion of the Contractor or the attending physician, the results of the initial procedure are not or may not be consistent with the normally expected test results for clients with similar diagnoses, resulting in the need to repeat the same procedure. Repeat test desired by the physician shall be requested within two (2) working days.
12. Stat or emergency request(s) shall be processed and the test results telephoned to the designated Agency medical personnel (Medical Services Coordinator/Nursing Supervisor) within a maximum of four (4) hours from the time the request is made, with the exception of those that are not available by reasonable industry standards on a STAT basis. This service is required seven (7) days per week, twenty four (24) hours per day. The written report shall be included in the next scheduled delivery. It is required that the Contractor will pick-up (or arrange for pick-up by phlebotomist) of specimens for Stat/Emergency requests. This service shall be provided at no additional charge to the Agency. The lab vendor will be located within a thirty (30) mile radius to ensure timely disposition of STAT service.



13. The following drug level results are expected to be provided within 24 hours:
- Lithium
  - Desipramine
  - Pamelor
  - Nortriptyline
  - Procainamide
  - Depakote
  - Mysoline
  - Theophyllin
  - Dilantin
  - Tegretol
  - Amitriptyline
  - Imipramine
  - Barbiturate
  - Digitalis
  - Haldol, Prolixin, Risperidone and Zyprexa (may take up to 72 hours for expected results.)
14. Contractor shall submit, by the fifteenth of each month, an itemized statement of costs by procedure incurred in the preceding month. The statement shall include case number, name, date of service, procedure name, procedure HCPCS number (as listed in Michigan Uniform Procedure Code), provider's test number and cost for each patient.
15. The Contractor shall provide in-service training sessions to Agency personnel in the proper collection and handling of specimens and in the preparation of the Contractor request forms.
- The Contractor shall provide training as often as needed for Agency medial personnel in selecting the most cost effective method in ordering tests and other aspects of providing lab services as identified by the Agency of Contractor.
- All training services are to be provided at no additional charge to the Agency.
16. The Contractor shall provide, at no additional charge, the services of a duly qualified pathologist. The services of the consultant shall be available to the Agency medical personnel in the discharge of their employment responsibilities and for related topics of discussion.
17. The Agency requires that a pathologist read both gross and microscopic specimens.
18. The Contractor shall save blood samples and specimens for a minimum of seven (7) days.
19. The Contractor shall bill the Agency directly for services provided by the Contractor. Under no circumstances is the Contractor to bill Agency clients or third party payers for services provided.
20. The Contractor shall bill the Agency on a monthly basis for all services performed for Agency clients. Under no circumstances will Contractor bill the Agency for more than the Contract price.
21. A copy of all lab requests to remain at the Agency upon completion of the phlebotomist visit. A copy will be forwarded to Forensic Center accounting department for billing verification.
22. The number and type of procedures to be performed under this Contract will depend on the medial needs of the resident population of the Agency. Therefore, no definite quantities are cited. For reference purposes, the total projected number of procedures by type for the 01/02 fiscal year are displayed on the attached pricing sheets. Please note: these totals include various tests run for the general Agency operation.

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



For those tests not specifically listed, i.e., Not on Contract, Contractor to submit a copy of its standard fee schedule with submission of bid for informational purposes only. Contractor to specify the percentage (%) discount to be applied to all other laboratory tests performed from the vendor's standard fee schedule which will apply to billings to the Agency.

The agency requires, on a routine basis, a battery of lab tests. These tests are listed in Appendix A.

23. Contractor's supervisory staff shall be available by phone Monday through Friday, during 07:00 a.m. – 03:00 p.m. business hours, in case of scheduling problems or other lab related questions as may from time to time occur.
24. Contractor to comply with MIOSHA Act 154 of 1974 as amended.
25. All Contractor personnel are subject to individual Law Enforcement Information Network (LEIN) background checks, which must be passed to the Agency's satisfaction before an individual is permitted to work at the Forensic Center. Contractor to provide name, social security number and date of birth for all staff on the form provided by the Agency. The form must be submitted to the Agency at least three (3) days prior to the employees entering the Forensic Center.
26. All Specimens for testing will be accompanied by a written request serially numbered, specifying the particular procedures desired. The request will be submitted by Agency staff on the forms provided by the Vendor and include as identifying information the name, case number, current location of the client and the name of the requesting physician.
27. For those tests not specifically listed, i.e., Not on Contract, vendor to submit a copy of its standard fee schedule with this bid for informational purposes only. In addition, the vendor to specify the percentage (%) discount to be applied to all other laboratory tests performed from the vendor's standard fee schedule which will apply to billings to the agency.
28. All test result "panic values" identified and mutually agreed upon by the agency and the contractor will be both faxed and telephoned to the agency as soon as test results are available.
29. Provide Rapid HIV Testing when requested and under the STAT guidelines in this contract.
30. Automatic lab reflex tests – see Appendix B
31. Quarterly printed summaries of all identified CFP patient lab draws with positive Hepatitis A, B, C or HIV screens, any positive C+S cultures which will be forwarded to the CFP Infection Control Nurse by the 5<sup>th</sup> day of each quarter (Jan, April, July, Oct).
32. Service Review: The CFP may request an audit of the services provided under the terms of this contract at any time (not to exceed one audit per quarter). The audit will be a joint activity of CFP and the contractor. An unsatisfactory audit may result in cancellation of the contract. The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the contract. Should the contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the contractor received, or could have reasonably been expected to receive his/her copy of the audit. The meeting will provide an opportunity for the contractor to present his/her reactions to audit recommendation.



**II-D CONTRACT INVOICING AND PAYMENT**

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Acquisition Services, Department of Management & Budget. The Contractor shall bill the Agency directly on a monthly basis for all services performed for Agency clients. Under no circumstances will the Contractor bill Agency clients or third party payers for services provided or bill the Agency for more than the Contract Price.

**II-E PRICE PROPOSAL**

Prices quoted are the maximum for a period of 365 days from date the Contract becomes effective.

Prices may be subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred due to general industry changes and be supported by adequate detail to document same. Documentation of such changes must be provided with the request for price change in order to substantiate any request change. Any such changes will not exceed the lesser of the current annual change in the Consumer Prices Index (CPI-U) for: (1) Medical Care Services; or for (2) All Items, U.S. City Average, as published by U.S. Department of Labor, Bureau of Labor Statistics.

Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.

Request for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled.

The continued payment of any charges due after September 30<sup>th</sup> of any fiscal year will be subject to the availability of an appropriation for this purpose.



**Center for Forensic Psychiatry**

**Technical Proposal/Price List**

**TABLE OF CONTENTS**

**BUSINESS ORGANIZATION**

**STATEMENT OF PROBLEM**

**MANAGEMENT SUMMARY**

**WORK STATEMENT (SPECIFICATIONS/TASKS TO BE UNDERTAKEN)**

**CLIA LICENSE AND COLLEGE OF AMERICAN PATHOLOGIST CERTIFICATE**  
**(Please Note: These Items are presented as scanned documents)**

**QUALITY ASSURANCE DOCUMENT**

**TECHNICAL STAFF ROSTER**

**PRICING PROPOSAL**

**APPENDIX A, CENTER FOR FORENSIC PSYCHIATRY PRICE LIST**

**APPENDIX B, CENTER FOR FORENSIC PSYCHIATRY PROFILE AND SMA TESTS**

**CURRENT DBML FEE SCHEDULE**



**BUSINESS ORGANIZATION**

Detroit Bio-Medical Laboratories, Inc.  
23955 Freeway Park Drive  
Farmington Hills, MI 48335

Detroit Bio-Medical Laboratories, Inc. is incorporated in Michigan. DBML is a licensed clinical laboratory certified by CLIA and the College of American Pathologists.

**PROJECT STAFFING**

Jim Fradette, Professional Representative, will be responsible for the set-up and the monitoring of the day-to-day services between CFP and DBML. Jim has been in the laboratory profession for twenty-four (24) years and has served in many administrative and field capacities during that period. Assisting Jim on the Technical portion CFP services will be a wide array of laboratory professionals. An updated list of professional staff is included with this ITB.



**SECTION II**

**WORK STATEMENT**

**BACKGROUND/STATEMENT OF THE PROBLEM**

Detroit Bio-Medical Laboratories, Inc. (DBML) will provide full service Medical Laboratory Services to Center for Forensic Psychiatry (CFP). DBML understands that the number and type of procedures to be performed under this contract are estimates only and the amount used will depend on the medical needs of the clients served. Further, DBML understands that any annual testing numbers or anticipated total costs are estimates only and do not guarantee any specific amount to be purchased.

**SPECIFICATIONS/TASKS**

1. DBML is a clinical laboratory in Michigan and maintains a license through the Michigan Department of Public Health and within compliance under the Clinical Laboratory Improvement Act of 1967 and has attached said license immediately following this section of the ITB. **(Please note: Attached license appears as a scanned document)** DBML agrees to supply the Agency with proof of license upon renewal or upon Agency request.
2. DBML is accredited by the College of American Pathologists and has attached a copy of the certificate immediate following this section of the ITB. **(Please note: CAP certificate appears as a scanned document)**
3. A complete copy of DBML's Quality Assurance/Quality Control programs is submitted as part of this Contract. A copy of this Quality Assurance document will be made available to the Contract Administrator on an on-going basis. DBML will participate in quarterly meetings to to discuss quality improvement/quality assurance issues as related to the contract and service.
4. The DBML phlebotomist shall draw all blood, prepare specimens for pick-up and process all paperwork associated with the laboratory service. The Phlebotomist will transport all test specimens, all routine test specimens, and Stat/Emergency blood draws to the laboratory. This service will be provided at no additional cost to the agency. The Phlebotomist will assist the Center for Forensic Psychiatry staff in their Performance Improvement Program as needed. Duties would include but are not limited to maintenance of lab testing records or providing statistical data of lab services per unit on a monthly basis.
5. DBML phlebotomists will wear gloves during the performance of their duties within the Agency's facility. DBML will insure that an annual PPD (TB) skins test for their employees and will provide proof to the agency on an annual basis. DBML will provide at no cost to the agency, scheduled phlebotomist(s) for a 2-hour orientation secession.

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



6. DBML will provide a phlebotomist Monday through Friday, 7:00 a.m. to 11:00 a.m. It is understood that this hours will change to 6:00 a.m. to 10:00 a.m. as the move is made to the new facility. STAT/EMERGENCY blood draws will be handled by DBML phlebotomist on weekends, holidays, and off-hours as needed.
7. DBML will be responsible for maintaining all supplies and materials necessary for obtaining and transporting specimens.
8. DBML will perform weekly laboratory testing of Agency Dental Clinic's two (2) autoclaves. DBML will provide two (2) test specimens per week per each autoclave. The Agency Dental Clinic will perform the sterilization aspects of the tests. One (1) test specimen per autoclave will be processed through the autoclave sterilization cycle and one (1) test specimen per autoclave will be sent back as received, as a "control". The Agency Dental Clinic will be responsible for delivering the test specimens to the designated site for pick-up. Normal autoclave test results will be transmitted via printer when completed. Abnormal autoclave results will be telephoned to the Agency Dental Clinic at (734) 429-2531 ext. 564 as well as printed to the site via printer. Two copies of results will be made available to CFP. The unit cost for this autoclave test will equal \$25.00 each.
9. DBML will process all specimens from the morning pick-ups and report abnormals to CFP medical personnel no later than 1:30 p.m. the day of the pick-up. All results will print at CFP by 9:00 a.m. the following morning including partial results of CFP Profiles. All other tests which require more than the 18 hour preparation and determination time, will be reported to CFP within one day of completion. All "Panic/Life-Threatening" abnormals will be called to CFP medical personnel per State and Federal Laboratory guidelines.
10. DBML will follow all guidelines addressed in the ITB as to timely delivery of Laboratory results. DBML will be responsible for the installation of a phoneline and one (1) printer/modem at the facility. DBML will provide one original and two copies of each result. All of the installation and phoneline costs will be at DBML's expense. DBML will provide for the distribution of the laboratory results to the respective clinical areas in envelopes in order to protect the confidentiality of the information within.
11. DBML shall repeat tests at no charge to the Agency. DBML understands that a repeat test will be any situation that, in the opinion of the Contractor or the attending physician, the results of the initial procedure are not or may not be consistent with the normally expected test results for clients with similar diagnoses, resulting in the need to repeat the same procedure.
12. STAT/Emergency requests will be picked-up, processed, and reported by DBML within a four hour period of the call. The results will be telephoned to Agency medical personnel and a fax of the information will be available at that time. This service will be provided seven (7) days per week, twenty-four (24) hours per day. A printed report will follow with the next print at the facility. There will be no charge for this service to the Agency. DBML is located within sixty (60) mile radius of the facility.

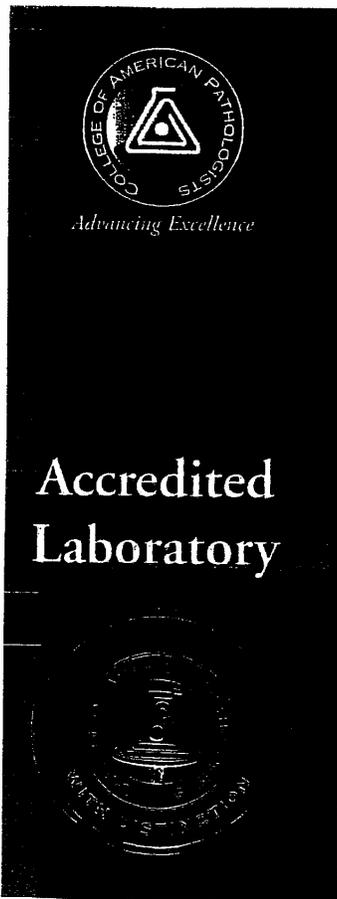


13. DBML will perform these drug levels with 24 hours:
  - Lithium
  - Desipramine
  - Pamelor
  - Nortriptyline
  - Procainamide
  - Depakote
  - Mysoline
  - Theophyllin
  - Dilantin
  - Tegretol
  - Amitriptyline
  - Imipramine
  - Barbiturate
  - Digitalis
  - Haldol, Prolixin, Resperidone and Zyprexa (may take up to 72 hours for expected results.)
14. DBML will submit by the fifteenth of the month, an itemized bill for the previous month. This bill will reflect the procedure performed, case number, name, date of service, procedure name, HCPCS number for procedure, and the DBML test number and cost for each patient.
15. DBML will provide proper in-service training to Agency personnel in proper specimen collection and preparation of requisition forms. These in-services will be available on an "as needed" basis. DBML will not charge for these secessions.
16. DBML has a full-time Pathologist, Vincent S. Trent, M.D. who will be made available as a consultant to Agency medical personnel.
17. DBML will insure that a Pathologist will read both gross and microscopic specimens.
18. DBML as a matter of policy saves all blood specimens for seven (7) days.
19. DBML will bill the Agency on a monthly basis for all services performed on Agency clients. DBML will not bill any other insurance company for services provided.
20. DBML will bill the Agency on a monthly basis for all services performed and all charges will not exceed the Contract pricing.
21. The DBML phlebotomist will leave a copy of all lab requisition at the facility. A copy will be forwarded to the Forensic Center account department for billing verification.
22. DBML understands that the quantity of tests indicated with the ITB are only estimates from calendar year 2002. DBML has included with the ITB a current DBML Fee Schedule. For those tests not specifically listed by the Agency in the ITB, a forty (40) percent discount will be applied. **(Please note additional discount information in attached ITB Appendix)**
23. DBML maintains supervisory staff Monday through Friday, 07:00 a.m. - 03:00 p.m. to handle any questions or problems that may arise.
24. DBML does comply with MIOSHA Act 154 of 1974 as amended.
25. It is DBML policy to perform Law Enforcement Information Network (LIEN) background checks, on all DBML personnel that may have direct contact with Agency clients. DBML will provide Agency with name, social security number, and date of birth for all staff upon request.

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



26. DBML understands that Agency staff will present all information needed when a specimen is presented for testing. This information will include then name, case number, current location and the name of the requesting physician.
27. Please note answer under Item #22. DBML will submit with the ITB, a current DBML Fee Schedule. Any test that is not specifically listed in the Pricing Appendix will be subjected to a forty (40) percent discount and billed to the Agency on a monthly basis.
28. DBML will call and fax all “panic values” to the agency. As indicated previously, DBML will present our current list of “panic values” to the Agency but if the Agency would like to adjust the values to better meet it’s needs, the “panic values” will be changed if Agency would submit the changes in discussion with DBML personnel or in writing.
29. DBML will provide Rapid HIV Testing under the STAT guidelines of this contract.
30. Automatic lab reflex tests- DBML has presented specific information on this item in Appendix B.
31. DBML will provide printed summaries of all identified CFP patient lab draws with positive Hepatitis A, B, C, or HIV screens, any positive C+S cultures which will be forwarded to the CFP Infection Control Nurse by the 5th day of each quarter (Jan, April, July, Oct).
32. DBML understands that CFP may request an audit of the service provided the Agency by DBML. DBML is aware that an unsatisfactory audit could result in the cancellation of the contract. DBML is aware that its service must satisfy the Agency needs. DBML would welcome the opportunity to meet with the Agency within the ten (10) day period to adjust its operation to better meet the Agency’s guidelines if an undesirable audit is achieved.



# The College of American Pathologists

certifies that the laboratory named below

***Detroit Bio-Medical Laboratories  
Main Laboratory  
Vincent S. Trent, MD***

LAP Number: 3036201  
AU-ID: 1189550

*has met all applicable standards for accreditation and is hereby fully accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur within 30 days prior to November 18, 2003 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

*Barbara S. Kipfer*  
Chair, Commission on Laboratory Accreditation

*W. S. Trent, MD, FACP*  
President, College of American Pathologists

CENTERS FOR MEDICARE & MEDICAID SERVICES CLINICAL LABORATORY IMPROVEMENT AMENDMENTS CERTIFICATE OF ACCREDITATION	
LABORATORY NAME AND ADDRESS	CLIA ID NUMBER
DETROIT BIOMEDICAL LABS 23955 FREEWAY PARK DR FARMINGTON, MI 48335-2817	23D0363260
LABORATORY DIRECTOR	EFFECTIVE DATE
MANUEL RESTO	02/28/2003
	EXPIRATION DATE
	02/27/2005
<p><small>Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures. This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.</small></p>	
	<p><i>Judith A. Yost</i> Judith A. Yost, Director Division of Laboratory Services Survey and Certification Group Center for Medicaid and State Operations</p>

QUALITY ASSURANCE



Quality Assurance is a system for assuring the quality of the total laboratory performance. The system identifies a problem as it arises and outline procedures for the resolution of the problem.

The system consists of two programs:

1. QUALITY ASSURANCE PROGRAM

Quality Assurance is designed to provide for defining, monitoring, interpreting and correlating test results with appropriate patient care and to correlate the amount and type of testing with what is considered to be successful treatment and outcome.

2. QUALITY CONTROL PROGRAM

Quality Control is the primary means of ensuring medically reliable, high-quality laboratory testing through internal and external quality control programs. It is basically a scientific and technical process that is implemented on a daily basis by the technical staff of the laboratory and is supervised by the Director.

The Quality Assurance program adds to the Director's responsibilities the application of medical judgment in recommending appropriate laboratory tests, interpreting test results, choosing alternate methods of testing, or choosing to send tests to another accredited laboratory.

The Quality Control program consists of a documented QC program for each section of the laboratory. The general quality control program includes, but is not limited to, the following:

1. EXTERNAL QC

Use of proficiency surveys for tests in each section of the laboratory.

When the proficiency samples are received in the laboratory, they are treated and analyzed in the same manner as a patient sample, recognizing the need for any reconstituting required for the proficiency samples. The survey results are mailed to the Computer Center for evaluation.

Records are maintained of all proficiency tests performed for a minimum of two years and makes such records available to the inspecting agencies.

The Director reviews the evaluation from the Computer Center and if any unsatisfactory results occur, the reasons for this occurrence are pinpointed, and remedial action initiated immediately. This action is documented on the proficiency survey reports.

2. INTERNAL QC

The laboratory has a multi-phase system for internal quality control:

1. DESIGN CONTROL

The laboratory-facility design and staffing pattern handle efficiently the workload of the selected assay procedures for the mix of health-care physicians and clients served by the laboratory. Personnel must meet set criteria of education, experience, certification and training.

2. MATERIALS CONTROL

Incoming material involves receiving or stocking, at the most economical levels of quality, only those materials and equipment meeting the laboratory's specifications.



The validity of the clinical data is dependent upon the use of specific reagent and materials. Specimen collection and handling are carefully controlled. Specific instructions are provided to collecting personnel to assure optimum specimen procurement and adequate requisitions. Unacceptable specimens are rejected or discussed with the ordering physician.

3. PROCESS CONTROL

Process control involves internal control to calibrate and control the process and external control to monitor and refine proficiency.

Large lots of control materials are used so that the limits for day-to day variation of the process can be determined and compared to the variation between days and month of the year, to document temporal precision and stability of the assay procedure.

"Blind sampling is interspersed randomly among the clinical specimens and the fact that these specimens are control specimens is unknown to the analysts. This allows the Director to obtain an independent assessment of all procedures performed in the laboratory.

The data from both types of QC specimens is assessed and a monthly statistical summary and review of apparent problems are prepared.

The proficiency-testing program is the external QC program as described above.



4. OUTPUT CONTROL

Output control involves the patients test results. The laboratory report is sent promptly to the licensed physician or other authorized person who requested the test and a suitable record of each test result is preserved by the laboratory for a period of at least two years after the date of submittal of the report. The reports are filed for ready identification and accessibility. No results are sent to the patient concerned, except with the written consent of the physician or authorized person who requested the test.

Referred specimens are sent to an accredited reference laboratory whose name is included on the report.

Preventive maintenance ensures the proper operation of the equipment and instruments with a planned, written schedule of servicing. Remedial action is taken for any defects.

5. RELIABILITY CONTROL

The laboratory provides results of qualitative and quantitative tests with meaningful normal values.

6. VERIFICATION CONTROL

Verification control includes the CLIA inspection and accreditation.

**SUMMARY**

The Director actively monitors and facilitates the entire QA and QC programs and reviews all records for each section in the laboratory.

The QA and QC reports are filed and retained for a period of two years.



**QUALITY ASSURANCE**

**QUALITY CONTROL**

The purpose of quality control is to ensure the reliability of each patient value. There are two requirements for all quality control systems: (1) should lead to decisions regarding the reliability of the analytical data and (2) should be related to the medical purposes for which the analyses are being done. Quality control actions should end with decision regarding not only analytical significance, but also the medical significance of the quality data.

Quality control consists of many steps in a chain of events from the preparation of the patient and collection of the sample to the delivery of the results to the physician. Many interlined items detail the points where quality control is important, such as training and experience of laboratory personnel, patient preparation, transportation and specimen handling, storage of specimen, instrument maintenance, quality of reagents used and a variety of other factors.

Working in a laboratory requires personnel to have good technical skills. It is impossible to have consistently good laboratory performance without an adequately trained technical staff. Recognizing that specimens are from patients and erroneous data can have serious consequences, identifying and correcting lapses in lab performance, alerting physicians at once with extremely abnormal results and have a willingness to provide extra effort and time when the situation demands it and recognizing the need to keep informed on new developments in the field are just a few items that make up a technologist with good judgement. Good judgement is acquired over time and cannot be taught. The precision of the method over the entire analytical range, normal and abnormal must be known and monitored with various levels of controls. Control charts must be kept up to date, organized and monitored on a regular basis.

The use of a "blind control" is used to randomly monitor the performance of the analytical testing. Corrective action in cases of "out of control" situations are documented. Participation in a multi sample survey, such as CAP, is very important in the evaluation of the laboratory performance.

All the above-mentioned items are an important part of the quality control system. They are all needed to provide the physician with results that will aid him/her in diagnosing and treating the patient.



**QUALITY ASSURANCE**

**CONTROL MATERIAL**

Control material need to be stable material available in sufficient quantity to be analyzed over a reasonable time frame. They should have the same matrix as the patient samples and should produce values in a minimum of two ranges; one normal and one abnormal. The goal of the control is to target the corresponding concentration which is used to monitor performance of an assay at different medical decision levels. It is important that care be taken to reconstitute lyophilized materials. Mixing too quickly or vigorously may interfere with the solubility. Follow the instructions provided by the manufacturer of the control material.



**QUALITY ASSURANCE**

**CRITICAL VALUES**

All highly unusual results are repeated using a diluted sample, if needed, or a fresh non-diluted sample. If the same result as the original is obtained the result is considered valid and can be released to the ordering physician. If a different result from the original is obtained, the test is to be rerun with sample obtained from the primary sample tube. When two consecutive duplicate results are obtained, the result is considered valid and can then be released to the physician. If two (2) consecutive duplicate answers cannot be obtained, the instrument and/or reagent become suspect and results should be held until the problem can be resolved.



**CRITICAL VALUE REPORTING**

The laboratory has set critical values for several laboratory tests. These values are programmed into the computer and are used to generate the abnormal call list that is printed every morning. Results that exceed the critical values are reported to the ordering physician or their representative in a timely manner. The time, name of person giving the results and the name of the person receiving the results will be recorded on the abnormal log.



**UNSATISFACTORY SPECIMENS**

The laboratory recognizes the importance of a properly collected specimen to provide accurate test results to the physician. When receiving sample the laboratory will make note of any name discrepancy between the request form and the samples. Any discrepancies must be corrected prior to reporting of any results. Contact the person submitting the sample to verify the information. Samples submitted using the incorrect anticoagulant will be rejected by the laboratory. Specimens that may yield inaccurate results based upon the specimen condition, such as gross lipemic or gross hemolysis, will be rejected by the laboratory.



**QUALITY ASSURANCE**

**PREVENTIVE MAINTENANCE**

The laboratory will maintain all instruments and equipment that is used in the laboratory according to the manufacturer recommendations. The maintenance functions follow the guidelines set by the manufacturer. Maintenance will be performed on a daily, weekly and monthly basis as required. Yearly maintenance will be performed by an independent engineering company or a service representative of the manufacturer. If a problem is found at any time during the performance of this function, it will be brought to the attention of the director at once. If this problem cannot be corrected in a timely manner by the technologist performing the assays, a service representative will be called in to repair the observed malfunction. No results will be reported out until this deficiency is corrected.



**QUALITY ASSURANCE**

**CLERICAL ERRORS**

The system for the detection of clerical errors is as follows:

1. Technologist will perform the ordered assays.
2. Results will then be transferred to a worksheet.
3. The results from the worksheet will be transferred to the patient result form.
4. After this transcription and before the release of the results, a technologist will review the results to check for any possible clerical errors.
5. After the review by the technologist the results forms are ready to be released to the ordering physician.



**QUALITY ASSURANCE**

**TEST TURN AROUND TIME**

The laboratory is in operation 7 days a week. The laboratory will monitor turn around times to continue to provide timely patient results to the physician to aid them in the treatment of their patients. All routine Chemistry, Hematology, TDM and Thyroid function have a turn around time to the ordering physician of 24-48 hours.

All routine Microbiology samples have a preliminary report available in 1-2 days and a final report within 2-3 days.

Pathology has a preliminary report available within 24-48 hours and a completed report within 4 working days.

Some complex cases may take one to two weeks for a final report to be generated.

The laboratory monitors turn around times to continue to provide timely patient results to the physician to aid them in the treatment of their patients.



**QUALITY ASSURANCE**

**PROFICIENCY TESTING**

The laboratory participates in a nationally recognized proficiency survey program supplied through the College of American Pathologists and the WSHL. The laboratory subscribes to all surveys that are available for assays that are performed in the laboratory. The survey order is reviewed on an annual basis to assure that the laboratory participates in all survey available for the current assays performed. Proficiency testing will be treated in the same manner as the patient samples, recognizing the need for special handling due to the need for reconstitution and special time restraints. The results of the proficiency surveys are reviewed by the Pathologist or designee when they are received by the laboratory. The appropriate supervisor will then review the results and any unacceptable results will be investigated to determine the problem. After the investigation the results will be recorded on the PT Corrective Action Log sheet. The corrective action log will then be reviewed by the Pathologist to assure that the correct conclusion has been reached. All past survey, the corrective action and the summary report will be kept in the CAP Survey Books, available for review by all employees.



**QUALITY ASSURANCE**

**TRANSPORTATION AND HANDLING  
OF BLOOD SPECIMENS**

Several potential problem areas exist in the transportation and handling of blood specimens. Specific concerns relate to prolonged contact of serum or plasma with cells or with tube stoppers, laboratory induced hemolysis, analyte concentration change due to evaporation, incorrect storage temperature and the use of anticoagulants, serum/plasma separator devices and incorrect transportation. Recognition and control of these variables should reduce error and contribute to the medical usefulness of patient test results. All blood samples are to be treated with "universal precautions" because it is often impossible to know which specimen might be infectious.

Tubes of blood are to be kept in a vertical, stopper up position. This positioning promotes complete clot formation and reduces agitation of the tube contents which in turn reduces the potential for hemolysis. Gentle handling of collected specimen helps to minimize erythrocyte damage. Blood collected using a tube containing a clotting activator can be processed as early as 10 to 15 minutes after the blood is drawn. It is recommended that serum or plasma be physically separated from contact with cells as soon as possible with a maximum time of 2 hours from the time of collection. Tubes of blood are to be kept closed at all times, they should be centrifuged with stoppers in place. Tubes of blood intended for whole blood analysis are not to be centrifuged and separated.

Separated serum should remain at 22°C (room temperature) for no longer than 8 hours. If assays will not be completed in 8 hours, serum should be refrigerated. Whole blood samples should remain at 22°C for no longer than 4 hours. For longer storage, specimen should be refrigerated.

Specimens must be transported to the laboratory in as short item as possible. Prepare the sample to be transported to the laboratory by placing them in a secondary container. This secondary container should allow the request form to be physically separated from the specimen. The secondary container must be capable of containing any possible spillage derived from the primary container. A constant transportation temperature should be maintained. This can be accomplished with the use of varying cooling devices, such as, ice packs or refrigerated coolers.



**QUALITY ASSURANCE**

**SPECIMEN REQUIREMENTS**

The laboratory has determined the volume of samples required to perform the assays in this laboratory. This volume has been based upon the different method utilized by this laboratory. The ideal specimen requirements have been placed on the laboratory requisition form to allow easy access to this information at the time of the phlebotomy. The laboratory staff is available to answer any and all questions concerning the specimen volume and the specimen type that is needed for all assays not listed on the requisition form.

The laboratory will attempt to perform the requested assays on the specimen submitted as long as it does not jeopardize the integrity of the results.

If it is noted that a physician, his/her employee or a phlebotomist employed by the laboratory is obtaining an excessive amount of blood, the proper person will be contacted. The laboratory will inform them of the adverse consequences of excess venipunctures to both the patient and the health care workers involved.



**TECHNICAL STAFF ROSTER**

<b>Position</b>	<b>Employee Name</b>	<b>Hours</b>	<b>Degree/Cert</b>
<b>Director</b>	S. T. Shaya	40	Bachelor of Science/MT
	Vincent S. Trent MD	40	Doctorate Of Medicine
	Total Hours	80	
<b>Consultants</b>	Amjad Rasool	As Needed	Bachelor of Science
	Ben Nakash	As Needed	Ph.D.
	Carylon Harper	As Needed	Bachelor of Science
	Clement Fradette	As Needed	Bachelor of Science
	James Dougherty	As Needed	Bachelor of Science
	James Flickman	As Needed	Bachelor of Science
	James Shaya	As Needed	Doctorate Of Medicine
	Linda Babcock	As Needed	Lawyer
	Louis Lopez	As Needed	Bachelor of Science
	Sande Kowalewski	As Needed	Bachelor of Science
<b>Supervisors</b>	Abdul Asbahi	40	MT/HEW
	Antoinette Zajeckowski	40	Assoc of Science/MLT ASCP
	Bob Bielinda	40	Bachelor of Science/MT
	David Elbinger	40	MT/HEW
	Diane Howell	40	Cytotech ASCP
	Gary Klunzinger	40	Bachelor of Business
	John Malachowski	40	MT/HEW
	Myra Loeckner	40	Hist Tech Cert ASCP
	Raymond Zakaria	40	Masters Of Science
	Richard Arnold	40	Assoc of Science/MLT ASCP
	Richard Zakaria	40	Bachelor of Science/MT ASCP
	Robert Zakaria	40	Assoc of Mechanical Engineer
	Stamatina Ziemba	30	Ph.D.
	Total Hours	510	
	<b>Pathologist</b>	Dr Trent	40
Dr Rey		20	Doctorate Of Medicine
Dr Saleh		20	Doctorate Of Medicine
Dr Thrasher		20	Doctorate Of Medicine
Total Hours		100	
<b>Position</b>	<b>Employee Name</b>	<b>Hours</b>	<b>Degree/Cert</b>
<b>Technologist</b>	Angela Cho	40	Bachelor of Science/MT

**TERMS AND CONDITIONS .....CONTRACT #071B420003**

Vickie Hughes	40	Bachelor of Science/MT ASCP
Dawn Montaque	40	Bachelor of Science/MT ASCP
Frank Fryzlewicz	40	Bachelor of Science/MT ASCP
Joyce Livingston	40	Bachelor of Science/MT
Judy Galprin	25	Bachelor of Science/MT ASCP
Lori Ciccione	25	Bachelor of Science/MT ASCP
Marilyn Brown	40	Bachelor of Science/MT ASCP
Nancy Thieda	10	Ph.D.
Salma Mohammed	40	Bachelor of Science/MT ASCP
Total Hours	340	

**MLT**

Craig Hiltunen	40	Assoc of Science/MLT ASCP
Cynthia Churchill	30	Assoc of Science/MLT
Debbie Kleeves	40	Assoc of Science/MLT
Diane Charette	25	Assoc of Science/MLT ASCP
Joseph Laporte	40	Assoc of Science/MLT
Kim Tworkowski	40	Assoc of Science/MLT ASCP
Mary Corera	40	Assoc of Science/MLT
Mary Sanders	40	Assoc of Science/MLT ASCP
Mary Wojcik	10	40yrs Experience
Marty Johnson	40	Assoc of Science/MLT ASCP
Peggy Barrett	As Needed	HEW/MLT
Total Hours	345	

**Cytology**

Diane Howell	40	CytoTech ASCP
Julie Fowler	24	CytoTech ASCP
Total Hours	64	



**PRICING PROPOSAL**

Please find our pricing for the individual tests that have been requested and the total annual cost extension. Please find **Appendix A, Center for forensic Psychiatry Price List** and **Appendix B, Center for Forensic Psychiatry Profile and SMA tests** included with this ITB.

Please find immediately following **Appendix B, Center for Forensic Psychiatry Profile and SMA tests**, a current copy of a DBML fee schedule.

**IMPORTANT, PLEASE NOTE: IF YOU HAVE ANY QUESTIONS CONCERNING THIS PROPOSAL, PLEASE CALL JIM FRADETTE AT (517) 402-2828.**



APPENDIX A  
 CENTER FOR FRESNSIC  
 PSYCHIATRY PRICE LIST  
 SECTION I-MEDICAL LAB  
 TESTING

TEST NAME	TESTS/YR	COSTS PER TEST	EXTENDED ANNUAL COST
ACID FAST CULTURE	7	\$5.00	\$35.00
ACID FAST SMEAR	13	\$6.50	\$84.50
ALK PHOS	30	\$1.00	\$30.00
ANTI NUCLEAR AB AN	1	\$10.00	\$10.00
BILI, DIRECT	15	\$1.00	\$15.00
BILI, TOTAL	15	\$1.00	\$15.00
BUN	20	\$1.00	\$20.00
CALCIUM, SERUM, TOTAL	30	\$1.00	\$30.00
CARBAMAZEPINE (TEGERTOL)	72	\$12.50	\$900.00
CBC	1000	\$3.50	\$3,500.00
CEA	15	\$13.00	\$195.00
CHEM 13	50	\$13.00	\$650.00
CHLORIDE	20	\$1.00	\$20.00
CHOL	30	\$1.00	\$30.00
CO2	30	\$1.00	\$30.00
CORTISOL, FREE	1	\$6.22	\$6.22
CPK	10	\$1.00	\$10.00
CPK ISOENZYMES	20	\$11.70	\$234.00
CREAT, SERUM	20	\$1.00	\$20.00
CULTURE, ENVIRONMENTAL	50	\$11.00	\$550.00
CULTURE, OTHER	10	\$13.00	\$130.00
CULTURE, SPUTUM	10	\$13.00	\$130.00
CULTURE, URINE	20	\$13.00	\$260.00
DEPAKENE	425	\$11.50	\$4,887.50
DIFFERENTIAL LEUKOCYTE COUNT	15	\$2.60	\$39.00
DIGOXIN	15	\$9.10	\$136.50
DRUG SCREEN I, URINE	10	\$10.00	\$100.00
ELECTROLYTES	300	\$4.00	\$1,200.00
FLUORESCENT TREPONEMAL ANTIBODYTA	16	\$6.50	\$104.00
FOLATE (FOLIC ACID),(RBC)	15	\$15.00	\$225.00
GGTP	15	\$3.20	\$48.00
GLUCOSE	20	\$1.00	\$20.00
GLUCOSE,2 HR	12	\$1.00	\$12.00
GLUCOSE, FASTING	150	\$1.00	\$150.00

**TERMS AND CONDITIONS ..... CONTRACT #071B420003**



<b>TEST NAME</b>	<b>TESTS/YR</b>	<b>COSTS PER TEST</b>	<b>EXTENDED ANNUAL COST</b>
GLYCOHEMOGLOBIN (HGB A1C)	30	\$8.00	\$240.00
HALOPERIDOL	25	\$66.95	\$1,673.75
HCG (PREG) SERUM QUAL	40	\$6.50	\$260.00
HCG URINE (QUAL)	10	\$6.50	\$65.00
HDL	400	\$6.50	\$2,600.00
HEMATOCRIT	300	\$1.30	\$390.00
HEMOGLOBIN	300	\$1.30	\$390.00
HEMOGLOBIN ELECTROPHESIS	15	\$15.00	\$225.00
HEPATITIS ANTI-HAV, TOTAL ANTI	20	\$15.00	\$300.00
HEPATITIS ANTI-HBE BE ANTIBODY	20	\$15.00	\$300.00
HEPATITIS HBE AG BE ANTIGEN	20	\$15.00	\$300.00
HEPATITIS HBS AG SURF ANTIGEN	400	\$13.00	\$5,200.00
HEPATITIS IGM ANTIBODY TO A	20	\$15.00	\$300.00
IBC, TOTAL	15	\$3.75	\$56.25
IRON, TOTAL	400	\$1.00	\$400.00
LDH	30	\$1.00	\$30.00
LDH ISO PANEL	10	\$13.00	\$130.00
LE LATEX	15	\$6.50	\$97.50
LIPOPROTEIN ELECTROPHORESIS PHEN (CHOL/TRIG)	15	\$19.50	\$292.50
LITHIUM LEVEL	250	\$3.50	\$875.00
LIVER PROFILE	60	\$6.00	\$360.00
MESORIDAZINE (SERENTIL)	10	\$48.57	\$485.70
MONOTEST	15	\$5.20	\$78.00
OCCULT BLOOD, FECES	15	\$1.50	\$22.50
OVA AND PARASITES	15	\$5.20	\$78.00
PHENOBARBITAL, SERUM	20	\$12.50	\$250.00
PHOSPHORUS (INORGANIC)	5	\$1.00	\$5.00
PLATELET COUNT	15	\$2.60	\$39.00
POTASSIUM, SERUM	5	\$1.00	\$5.00
PREGNANCY TEST, URINE	10	\$6.50	\$65.00
PRIMIDONE (MYSOLINE)	15	\$46.33	\$694.95
PROLACTIN	15	\$13.00	\$195.00
PROTEIN ELECTROPHORESIS, SERUM	30	\$8.00	\$240.00
PT	15	\$8.94	\$134.10
PTT	15	\$12.16	\$182.40

**TERMS AND CONDITIONS ..... CONTRACT #071B420003**



RETIC COUNT	25	\$3.90	\$97.50
RPR	400	\$2.50	\$1,000.00
SED RATE	30	\$3.00	\$90.00
SENSITIVITY	20	\$13.00	\$260.00
SEROLOGY	20	\$0.00	\$0.00
SGOT	50	\$1.00	\$50.00
SGPT	30	\$1.00	\$30.00
SODIUM SERUM	15	\$1.00	\$15.00
T3 REVERSE UPTAKE	400	\$3.58	\$1,432.00
T3 RIA	30	\$4.58	\$137.40
T4 (THYROXINE)	400	\$3.58	\$1,432.00
TBG	20	\$3.58	\$71.60
THEOPHYLLINE (AMINOPHYLLIN)	15	\$12.50	\$187.50
<b>TEST NAME</b>	<b>TESTS/YR</b>	<b>COSTS PER TEST</b>	<b>EXTENDED ANNUAL COST</b>
TRIG	400	\$1.00	\$400.00
URIC ACID, SERUM	30	\$1.00	\$30.00
ALBUMIN	30	\$1.00	\$30.00
URINALYSIS, ROUTINE	300	\$2.69	\$807.00
TSH	400	\$21.50	\$8,600.00
WBC	15	\$2.60	\$39.00
BLOOD CHEM 01	25	\$1.00	\$25.00
BLOOD CHEM 18	300	\$15.00	\$4,500.00
FORENSIC CENTER BASIC PROFILE	350	See Appendix B for pricing of profiles per Attachment #3 of Bid#07113000 149	

Total Estimated Annual Contract Cost: \$50,020.37

Total Estimated Three-year Contract Cost: \$150,061.11

For informational purposes only,  
please provide the discount off  
fee schedule list price for test not  
included above: \_\_\_40%\_\_\_



Please provide copy of current  
standard fee schedule with  
proposal.



APPENDIX B  
 CENTER FOR FORENSIC  
 PSYCHIATRY PROFILE  
 AND SMA TESTS

Center for Forensic  
 Psychiatry Admission Profile  
 #1

CBC with Diff*	Calcium	Triglycerides
Platelet Count	Phosphorous	Sodium
SGOT/AST	SGPT/ALT	Potassium
Uric Acid	LDH	BUN
Total Bilirubin	Total Protein	Creatinine
HBS AG	Glucose	TSH
RPR	Alkaline Phosphatase	CO2
CPK	Albumin	HDL
Globulin Calculation	T3,T4,T7	Cholesterol/HDL/Ratio Calculation
Urinalysis	Serum HCG (females)	Hepatitis B Screen
A/G Ratio Calculation	Vitamin B12	Hepatitis A Screen
Hepatitis C Screen	Cortisol	Cholesterol
Chloride	Iron	

**TESTS PER YEAR:** 270  
**COSTS PER TEST:** \$87.00  
**EXTENDED ANNUAL COST:** \$23,490.00

\*CBC with Differential must be reported as absolute numbers and not percentage values.

Profile #2 (Same as Above Profile without Hepatitis Screens and Serum HCG):

CBC with Diff*	Calcium	Triglycerides
Platelet Count	Phosphorous	Sodium
SGOT/AST	SGPT/ALT	Potassium
Uric Acid	LDH	BUN



Total Bilirubin	Total Protein	Creatinine
HBS AG	Glucose	TSH
RPR	Alkaline Phosphatse	CO2
CPK	Albumin	HDL
Globulin Calculation	T3,T4,T7	Cholesterol/HDL/Ratio Calculation
A/G Ratio Calculation	Vitamin B12	Cortisol
Urinalysis	Cholesterol	Chloride
Iron		

**TESTS PER YEAR:** 500  
**COSTS PER TEST:** \$60.00  
**EXTENDED ANNUAL COST:** \$30,000.00

\*CBC with Differential must be reported as absolute numbers and not percentage values.

**SMA 12:**

Albumin	Total Bilirubin	Calcium
Cholesterol	Glucose	LDH
Alkaline Phosphatase	Phosphorus, Inorganic	Protein, Total
SGOT/AST	BUN	Uric Acid

**PRICE FOR SMA 12 IS NOT NECESSARY**

**SMA 18:**

Albumin	Bilirubin, Direct	Calcium
Chloride	Cholesterol	Creatinine
Glucose	LDH	Phosphatase, Alkaline
Phosphorous, Inorganic	Potassium	Protein, Total
Sodium	SGOT/AST	SGPT/ALT
BUN	Uric Acid	Total Bilirubin

**PRICE FOR SMA 18 IS NOT NECESSARY**

Appendix B Laboratory Reflex Tests



Hepatitis C: Hepatitis C screen would initially perform Enzyme Immunoassay (EIA). If positive EIA, then automatically perform Recombinant Immunoblot Assay (RIBA). If considered positive, then automatically perform qualitative Polymerase Chain Reaction

Hepatitis B: Hepatitis B screen if Hepatitis B surface antigen (HBsAg) is positive, then perform an anti-HBc and anti HBs.

Hepatitis A: If initial screening is positive, then perform Hepatitis A IgM.

HIV:

Rapid HIV:

Urinalysis: If initial urinalysis has positive leukocytes and positive bacteria, then proceed with culture and sensitivity testing.

TOTAL ESTIMATED ANNUAL COST (PROFILE#1&2):	\$53,490.00
TOTAL ESTIMATED THREE-YEAR COST (PROFILE #1&2):	\$160,470.00
GRAND TOTAL THREE YEAR CONTRACT (APPENDICES A AND B):	\$310,531.11



<b>CURRENT DBML FEE SCHEDULE</b>		
<b>TEST CODE</b>	<b>DESCRIPTION</b>	<b>FEE</b>
305	ACETONE, SERUM, QUALITATIVE	\$25.00
306	ACETONE, URINE, QUALITATIVE	\$25.00
315	ALBUMIN, SERUM	\$10.00
317	ALCOHOL ETHYL, URINE	\$35.00
316	ALCOHOL ETHYL, PLASMA	\$35.00
324	ALKALINE PHOSPHATASE, SERUM	\$10.00
328	ALPHA FEROPROTEIN, SERUM (TUMOR MARKER)	\$80.00
1568	AMPHETAMINES, QUALITATIVE, URINE	\$35.00
348	AMYLASE, SERUM	\$14.00
362	ANTI-DNA ANTIBODY (DOUBLE STRANDED)	\$55.00
373	ANTI-NUCLEAR ANTIBODY	\$30.00
380	ANTI-STREPTOLYSIN 0 (ASOT)	\$25.00
383	ANTI-THYROGLOBULIN AB	\$40.00
384	ANTI-THYROID MICROSOMAL AB	\$40.00
358	ANTIBODY SCREEN	\$20.00
386	APOLIPOPROTEIN A AND B, SERUM	\$60.00
65	AUTOCLAVE SPORE CHECK	\$18.00
2568	BARBITURATES, QUALITATIVE, URINE	\$35.00
1446	BASIC METABOLIC	\$30.00
7568	BENZODIAZEPINE, QUALITATIVE, URINE	\$35.00
92	BETA STREP	\$25.00
406	BILIRUBIN, DIRECT, SERUM	\$10.00
408	BILIRUBIN, TOTAL, SERUM	\$10.00
407	BILIRUBIN, INDIRECT, SERUM	\$13.00
777	BIOPSY	\$110.00
414	BLEEDING TIME	\$20.00
412	BLOOD GROUP AND Rh	\$20.00
956	BUN (UREA NITROGEN), SERUM	\$10.00
418	CA-125	\$60.00
425	CALCIUM, SERUM	\$10.00
426	CALCIUM, URINE	\$15.00
6568	CANNABINOIDS, QUALITATIVE, URINE	\$35.00
917	CARBAMEZAPINE, SERUM	\$50.00
428	CARBON DIOXIDE, SERUM	\$10.00
430	CARCINOEMBRYONIC ANTIGEN (CEA)	\$50.00
436	CBC W/DIFF (INCLUDES: WBC,RBC,HGB,HCT,MCH,MCHC,PLAT AND DIFF	\$24.00
520	CHLAMYDIA/GC (DNA PROBE)	\$80.00
521	CHLAMYDIA (DNA PROBE)	\$40.00
449	CHLORIDE, SERUM	\$10.00
450	CHLORIDE, URINE	\$10.00

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



TEST CODE	DESCRIPTION	FEE
455	CHOLESTEROL	\$10.00
9912	CK-MB	\$25.00
3568	COCAINE, URINE, QUALITATIVE	\$35.00
472	COLD AGGULTINS	\$20.00
480	COMPLEMENT C-3, SERUM	\$30.00
481	COMPLEMENT C-4, SERUM	\$30.00
480	COOMBS, DIRECT	\$14.00
489	COOMBS, INDIRECT	\$14.00
496	CORTISOL, SERUM	\$50.00
1496	CORTISOL, AM, SERUM	\$50.00
2496	CORTISOL, PM, SERUM	\$50.00
500	CPK (CREATINE KINASE), SERUM CK ISO PERFORMED ON ALL ELEVATED CPK'S	\$15.00
499	CPK ISOENZYMES, SERUM	\$35.00
505	CREATININE, SERUM	\$10.00
506	CREATININE, URINE	\$20.00
1504	CREATININE CLEARANCE	\$30.00
404	CRP - HIGH SENSITIVE	\$40.00
501	CRP - QUALITATIVE, SERUM	\$25.00
56	CULTURE, BLOOD	\$27.00
64	CULTURE, FUNGAL	\$25.00
67	CULTURE, URINE	\$25.00
549	CYTOLOGY, BREAST ASPIRATION	\$70.00
550	CYTOLOGY, FLUID, MISC	\$70.00
553	CYTOLOGY, GENITAL, MALE	\$70.00
554	CYTOLOGY, MISC	\$70.00
552	CYTOLOGY, SPUTUM	\$70.00
551	CYTOLOGY, URINE	\$70.00
556	CMV, IgG	\$40.00
1556	CMV, IgM	\$75.00
557	DHEA-SULFATE, SERUM	\$60.00
966	DEPAKENE	\$40.00
561	DIFFERENTIAL	\$15.00
563	DIGOXIN	\$10.00
565	DILANTIN (PHENYTOIN), SERUM	\$40.00
695	DILANTIN, FREE, SERUM	\$60.00
568	DRUGS OF ABUSE SCREEN, URINE 6-PANEL	\$35.00
567	DRUGS OF ABUSE SCREEN, URINE 9-PANEL	\$50.00
285	ELECTROLYTE PANEL	\$25.00
573	EOSINOPHIL COUNT ABSOLUTE	\$10.00
593	EPSTEIN-BARR VIRUS CAPSID ANTIGEN, ANTIBODY, IgM	\$40.00
594	EPSTEIN-BARR VIRUS CAPSID ANTIGEN, ANTIBODY, IgG	\$40.00
575	ESTRADIOL, SERUM	\$60.00



<b>TEST CODE</b>	<b>DESCRIPTION</b>	<b>FEE</b>
596	FERRITIN	\$40.00
609	FOLATE, SERUM	\$55.00
611	FSH, SERUM	\$45.00
91	GC CULTURE	\$35.00
522	GC (DNA PROBE)	\$40.00
616	GENTAMYCIN (PEAK OR TROUGH)	\$75.00
7620	GESTATIONAL GLUCOSE CHALLENGE	\$15.00
615	GGTP	\$12.00
620	GLUCOSE	\$10.00
622	GLUCOSE, FASTING	\$10.00
993	GLUCOSE TOLERANCE (3 HOUR)	\$25.00
994	GLUCOSE TOLERANCE (4 HOUR)	\$30.00
995	GLUCOSE TOLERANCE (5 HOUR)	\$35.00
996	GLUCOSE TOLERANCE (6 HOUR)	\$40.00
4622	GLUCOSE, 4PM	\$10.00
631	GLYCOHEMOGLOBIN	\$25.00
85	GRAM STAIN	\$20.00
639	HAPTOGLOBULIN	\$20.00
635	HCG, QUALITATIVE	\$20.00
633	HCG, QUANTITATIVE	\$35.00
632	HCG, TUMOR MARKER, SERUM	\$80.00
659	HDL	\$22.00
640	HELICOBACTER PYLORI AB, IgG	\$90.00
4436	HEMATOCRIT	\$10.00
3436	HEMOGLOBIN	\$10.00
569	HEMOGLOBIN ELECTROPHORESIS	\$40.00
8032	HEPATIC FUNCTION	\$20.00
648	HEPATITIS A ANTIBODY (TOTAL)	\$50.00
649	HEPATITIS B CORE AB	\$45.00
650	HEPATITIS B ANTIBODY	\$45.00
651	HEPATITIS B SURFACE ANTIGEN (HAA)	\$45.00
3652	HEPATITIS B e AB	\$45.00
4652	HEPATITIS B e AG	\$45.00
647	HEPATITIS C	\$65.00
653	HERPES 1/2 IgM, SERUM	\$80.00
654	HERPES 1 AND 2 IgG, SERUM	\$60.00
656	VARICELLA ZOSTER AB, SERUM (IMMUNE STATUS)	\$65.00
667	HIV-1/HIV-2	\$45.00
545	HOMOCYSTEINE, SERUM	\$85.00
686	IMMUNOELECTROPHORESIS	\$60.00
678	IMMUNOGLOBULINS (G,A,M)	\$60.00
<b>TEST CODE</b>	<b>DESCRIPTION</b>	<b>FEE</b>
696	INSULIN	\$30.00
701	IRON BINDING	\$35.00

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



700	IRON, TOTAL	\$15.00
675	IgA, SERUM	\$20.00
677	IgE, SERUM	\$40.00
680	IgG, SERUM	\$20.00
682	IgM, SERUM	\$20.00
708	LDH ISOENZYMES	\$35.00
709	LDH, SERUM (ISOENZYMES PERFORMED ON ELEVATED LDH'S)	\$10.00
4728	LDL DIRECT	\$30.00
711	LE LATEX	\$20.00
714	LEUKOCYTES, STOOL	\$25.00
719	LIPASE	\$30.00
724	LIPOPROTEIN	\$30.00
806	LIPOPROTEIN, PHENOTYPE	\$40.00
726	LITHIUM	\$20.00
728	LOW DENSITY LIPROTEIN (CHOL, TRIG, HDL, C/H)	\$40.00
729	LH, SERUM	\$40.00
733	LYME DISEASE ANTIBODY, SERUM	\$60.00
736	MAGNESIUM, SERUM	\$18.00
737	MAGNESIUM, URINE	\$18.00
738	MALARIAL SMEAR	\$20.00
1567	METHADONE, QUALITATIVE, URINE	\$25.00
725	MICROABLUMIN	\$80.00
657	MONO TEST	\$17.00
778	NASAL EOSINOPHILS	\$10.00
784	STOOL FOR OCCULT BLOOD	\$10.00
4568	OPIATES, QUALITATIVE, URINE	\$35.00
789	OSMOLALITY, SERUM	\$30.00
555	PAP SMEAR (SINGLE SLIDE)	\$25.00
776	THINPREP PAP SMEAR	\$55.00
5568	PHENCYCLIDINE, QUALITATIVE, URINE	\$35.00
803	PHENOBARBITAL	\$35.00
815	PHOSPHORUS, URINE	\$10.00
818	PHOSPHORUS, SERUM	\$10.00
817	PINWORM TAPE TEST	\$15.00
820	PLATELET COUNT	\$10.00
830	POTASSIUM, SERUM	\$10.00
831	POTASSIUM, URINE	\$10.00
847	PREALBUMIN, SERUM	\$60.00
833	PREGNANCY, SERUM	\$20.00
<b>TEST CODE</b>	<b>DESCRIPTION</b>	
832	PREGNANCY, URINE	\$20.00
854	PRO-TIME	\$15.00
838	PROCAINAMIDE/N-ACETYLPROCAIN.	\$50.00
855	PROGESTERONE, SERUM	\$48.00

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



841	PROLACTIN, SERUM	\$45.00
2567	PROPOXYPHENE, QUALITATIVE, URINE	\$50.00
843	PROSTATIC SPECIFIC ANTIGEN (PSA)	\$55.00
571	PROTEIN ELECTROPHESIS, SERUM	\$25.00
850	PROTEIN, TOTAL, SERUM	\$10.00
853	PTT	\$15.00
858	QUINIDINE	\$40.00
867	RA FACTOR	\$20.00
206	RENAL FUNCTION	\$25.00
866	RETIC COUNT	\$15.00
859	RPR	\$15.00
871	RUBELLA ANTIBODY IgG (IMMUNE STATUS)	\$35.00
1871	RUBELLA ANTIBODY, IgM	\$80.00
881	SED RATE, BLOOD	\$10.00
883	SEMEN ANALYSIS, COMPLETE	\$50.00
884	SEMEN EXAMINATION (POST-VASECTOMY SPERM COUNT)	\$20.00
888	SGOT (AST)	\$10.00
889	SGPT (ALT)	\$10.00
891	SICKLE CELL SCREEN	\$15.00
894	SODIUM, SERUM	\$10.00
895	SODIUM, URINE	\$10.00
61	STOOL CULTURE	\$25.00
918	T3, TOTAL	\$35.00
919	T3 UPTAKE	\$20.00
920	T4, TOTAL	\$20.00
921	T7 (T3UPTAKE & T4)	\$40.00
936	T4, FREE, SERUM	\$30.00
917	TEGRETOL	\$50.00
915	TEGRETOL, FREE	\$60.00
924	TESTOSTERONE, TOTAL, SERUM	\$60.00
927	THEOPHYLLINE	\$35.00
776	THINPREP PAP SMEAR	\$55.00
58	THROAT CULTURE	\$25.00
942	TOBRAMYCIN, (PEAK OR TROUGH), SERUM	\$75.00
941	TOXOPLASMOSIS, IgG	\$40.00
944	TOXOPLASMOSIS, IgM	\$55.00
943	TRANSFERRIN	\$20.00
<b>TEST CODE</b>	<b>DESCRIPTION</b>	
948	TRIGLYCERIDES	\$15.00
8799	TROPONIN I	\$95.00
934	TSH	\$45.00
957	UREA NITROGEN, URINE	\$25.00
960	URIC ACID, SERUM	\$10.00
961	URIC ACID, URINE	\$10.00

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



962	URINALYSIS, COMPLETE	\$12.00
963	URINALYSIS-MICROSCOPIC	\$10.00
67	URINE CULTURE	\$25.00
969	VANCOMYCIN (PEAK OR TROUGH), SERUM	\$75.00
976	VITAMIN B-12	\$40.00
63	YEAST CULTURE	\$25.00



**APPENDIX B**

**HIPPA BUSINESS ASSOCIATE ADDENDUM**

**CONTRACT NO. 071B420003**

**NOTE: The Contractor will sign this agreement when the contract is ready for award.**



**HIPAA BUSINESS ASSOCIATE ADDENDUM**

The parties to this Business Associate Addendum (“Addendum”) are the State of Michigan, acting by and through the Department of Management and Budget, on behalf of the Department of Community Health (“State”) and Detroit Bio Med Laboratories, Inc. (“Contractor”). This Addendum supplements and is made a part of the existing contract(s) or agreement(s) between the parties including the following Contract 071B4200003 (“Contract”).

For purposes of this Addendum, the State is (check one):

- Covered Entity (“CE”)
- Business Associate (“Associate”)

and Contractor is (check one):

- Covered Entity (“CE”)
- Business Associate (“Associate”)

**RECITALS**

- A. Pursuant to the terms of the Contract, CE wishes to disclose certain information to Associate, some of which may constitute Protected Health Information (“PHI”) (defined below). In consideration of the receipt of PHI, Associate agrees to protect the privacy and security of the information as set forth in this Addendum.
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, as amended.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, 45 CFR §§ 160.103, 164.502(e), 164.504(e), and 164.314 and contained in this Addendum.

**TERMS AND CONDITIONS .....CONTRACT #071B420003**



In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, as amended, including, but not limited to, subpart A, subpart C (“Security Rule”) and subpart E (“Privacy Rule”).
- b. “Agreement” means both the Contract and this Addendum.
- c. “Contract” means the underlying written agreement or purchase order between the parties for the goods or services to which this Addendum is added.
- d. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- e. “Protected Information” shall mean PHI provided by CE to Associate or created or received by Associate on CE’s behalf.

2. Obligations of Associate.

- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under the Contract and as permitted under this Agreement. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Regulations if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.
- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Regulations if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to the Contract and this Addendum; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR § 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement to implement reasonable and appropriate safeguards to protect the Protected Information; and (iii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information or any Security Incident, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.
- c. Appropriate Safeguards. Associate shall implement appropriate Security Measures as are necessary to protect against the use or disclosure of Protected Information other than as permitted by the Contract or this Addendum. Associate shall maintain a comprehensive written information privacy and security program that includes Security Measures that reasonably and appropriately protect the



Confidentiality, Integrity, and Availability of Protected Information relative to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information, whether suspected or actual, other than as provided for by the Contract and this Addendum within ten (10) days of becoming aware of such use or disclosure. If the disclosure is a Major Disclosure, then the improper use or disclosure shall be reported within three (3) days. A Major Disclosure means any improper use or disclosure of over twenty-five percent (25%) of the Protected Information held by the Associate. CE and Associate will cooperate to mitigate the effects of any unauthorized use or disclosure and document the outcome.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under this Agreement, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary of the agreement with such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR § 164.524.

g. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within ten (10) days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528. As set forth in, and as limited by, 45 CFR § 164.528, Associate shall not provide an accounting to CE of disclosures made: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR § 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR § 164.502; (iii) pursuant to an authorization as provided in 45 CFR § 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR § 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR § 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within ten (10) days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such



accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), in a time and manner designated by the Secretary, for purposes of determining CE’s compliance with the HIPAA Regulations. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule, including, but not limited to 45 CFR §§ 164.502(b) and 164.514(d).

k. Data Ownership. Unless otherwise specified in the Contract, Associate acknowledges that Associate has no ownership rights with respect to the Protected Information. The CE retains all rights with respect to ownership of the Protected Information.



l. Retention of Protected Information. Notwithstanding Section 5(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of the Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years from the date of creation or the date when it last was in effect, whichever is later, or as required by law. This obligation shall survive the termination of the Contract.

m. Destruction of Protected Information. Associate agrees to implement policies and procedures for the final disposition of electronic Protected Information and/or the hardware and equipment on which it is stored, including but not limited to, removal before re-use.

n. Notification of Breach. During the term of the Contract or this Addendum, Associate shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. CE and Associate will cooperate to mitigate the effects on any breach, Security Incident, intrusion, or unauthorized use and document the Security Incident and its outcome.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE or Associate shall execute a nondisclosure agreement, if requested by Associate or CE. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under this Agreement.

p. Safeguards During Transmission. Associate shall be responsible for using Security Measures to reasonably and appropriately maintain and ensure the Confidentiality, Integrity, and Availability of Protected Information transmitted to CE pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Regulations, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.



3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using Security Measures to reasonably and appropriately maintain and ensure the Confidentiality, Integrity, and Availability of Protected Information transmitted to Associate pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Regulations, until such Protected Information is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR § 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information; to the extent it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of Protected Information, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR § 164.522.

4. Term. This Addendum shall continue in effect as to each Contract to which it applies until such Contract is terminated or is replaced with a new contract between the parties containing provisions meeting the requirements of the HIPAA Regulations, whichever first occurs. However, certain obligations will continue as specified in this Addendum.

5. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Contract by CE pursuant to the provisions of the Contract covering termination for cause. If the Contract contains no express provisions regarding termination for cause, the following shall apply to termination for breach of this Addendum, subject to 5.b.:

- (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Addendum, CE may notify Associate in writing of the non-performance, and if not corrected within thirty (30) days, CE may immediately terminate the Agreement. Associate shall continue performance of the Agreement to the extent it is not terminated.
- (2) Associate's Duties. Notwithstanding termination of the Agreement, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.
- (3) Compensation. Payment for completed performance delivered and accepted by CE shall be at the Contract price.
- (4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described in this Addendum or in the Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Agreement pursuant to Section 5(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's



efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate this Agreement, if feasible or (ii) if termination of this Agreement is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Reserved.

d. Effect of Termination.

- (1) Except as provided in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.
- (2) If Associate believes that returning or destroying the Protected Information is not feasible, including but not limited to, a finding that record retention requirements provided by law make return or destruction infeasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible.

6. Reserved.

7. No Waiver of Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Michigan Governmental Immunity Act, MCL 691.1401, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, or the common law, as applicable, as now in effect or hereafter amended.

8. Reserved.

9. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Addendum, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of Protected Information.

10. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

11. Amendment.

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the Security Rule and other applicable laws relating to the security or privacy of Protected Information. The parties understand and agree that CE must receive satisfactory written assurance from



Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Agreement when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws.

- b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

12. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees, departments, agencies, or divisions based upon a claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy of Protected Information, except where Associate or its subcontractor, employee or agent is a named adverse party.

13. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

14. Effect on Contract. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect. This Addendum is incorporated into the Contract as if set forth in full therein. The parties expressly acknowledge and agree that sufficient mutual consideration exists to make this Addendum legally binding in accordance with its terms. Associate and CE expressly waives any claim or defense that this Addendum is not part of the Agreement between the parties under the Contract.

15. Interpretation and Order of Precedence. This Addendum is incorporated into and becomes part of each Contract identified herein. Together, this Addendum and each separate Contract constitute the "Agreement" of the parties with respect to their Business Associate relationship under HIPAA and the HIPAA Regulations. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations. This Addendum supercedes and replaces any previous separately executed HIPAA addendum between the parties. In the event of any conflict between the mandatory provisions of the HIPAA Regulations and the provisions of this Addendum, the HIPAA Regulations shall control. Where the provisions of this Addendum differ from those mandated by the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Addendum shall control.

16. Effective Date. This Addendum is effective upon receipt of the last approval necessary and the affixing of the last signature required.

17. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 5(d) and record retention laws ("Effect of Termination") and Section 13 ("No Third Party Beneficiaries") shall survive termination of this Agreement and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.



18. Representatives and Notice.

- a. Representatives. For the purpose of this Agreement, the individuals identified in the Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Agreement. Either party may from time to time designate in writing new or substitute representatives.
- b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative:

Name: Andy Ghosh  
 Title: Buyer Specialist  
 Department and Division: DMB, Acquisition Services  
 Address: 2<sup>nd</sup> Floor, Mason Building  
P.O. Box 30026  
Lansing, MI 48909

Business Associate Representative:

Name: Jim Fradette  
 Title: Professional Representative  
 Department and Division: Detroit Bio-Medical Laboratories, Inc.  
 Address: 23955 Freeway Park Dr.  
Farmington Hills, MI 48335

Any notice given to a party under this Addendum shall be deemed effective, if addressed to such party, upon: (i) delivery, if hand delivered; or (ii) the third (3<sup>rd</sup>) Business Day after being sent by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

**Associate**

**Covered Entity**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Andy Ghosh

Title: \_\_\_\_\_

Title: Buyer Specialist



**ATTACHMENT A**

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum dated \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ (“Addendum”) and is effective as of \_\_\_\_\_ (the “Attachment Effective Date”). This Attachment applies to the specific contracts listed below covered by the Addendum. This Attachment may be amended from time to time as provided in Section 11(b) of the Addendum.

1. Specific Contract Covered. This Attachment applies to the following specific contract covered by the Addendum: \_\_\_\_\_

2. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under the Contract and the Addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Receipt. Associate’s receipt of Protected Information pursuant to the Contract and Addendum shall be deemed to occur as follows, and Associate’s obligations under the Addendum shall commence with respect to such PHI upon such receipt:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



[INSERT NAME]

[INSERT NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_