

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

April 3, 2008

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B4200244
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Detroit Bio-Medical Laboratories 23955 Freeway Park Drive Farmington Hills, MI 48335		TELEPHONE: Jim Fradette (517) 402-2828
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Tammy McPherson (989) 672-9444 Laboratory Services – Department of Community Health – Caro Center		
CONTRACT PERIOD: From: June 1, 2004 To: May 31, 2009		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** through May 31, 2009, and **INCREASED** by \$82,000.00. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of DCH, Ad Board approval on 4/1/2008, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$505,538.00

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

May 22, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200244
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Jim Fradette (517) 402-2828
Detroit Bio-Medical Laboratories 23955 Freeway Park Drive Farmington Hills, MI 48335		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Tammy McPherson (989) 672-9444 Laboratory Services – Department of Community Health – Caro Center		
CONTRACT PERIOD: From: June 1, 2004 To: June 1, 2008		
TERMS	SHIPMENT	
N/A	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** through June 1, 2008, and **\$80,000.00** is added to the Contract. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DCH

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$423,538.49

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

May 26, 2004

**NOTICE
 TO
 CONTRACT NO. 071B4200244
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Detroit Bio-Medical Laboratories 23955 Freeway Park Drive Farmington Hills, MI 48335	TELEPHONE: Jim Fradette (517) 402-2828
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Tammy McPherson (989) 672-9444 Laboratory Services – Department of Community Health – Caro Center	
CONTRACT PERIOD: From: June 1, 2004 To: June 1, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are attached.

Total Estimated Contract Value: \$ 343,538.49

**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. 071B4200244
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Detroit Bio-Medical Laboratories 23955 Freeway Park Drive Farmington Hills, MI 48335		TELEPHONE: Jim Fradette (517) 402-2828 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Tammy McPherson (989) 672-9444 Laboratory Services – Department of Community Health – Caro Center		
CONTRACT PERIOD: From: June 1, 2004 To: June 1, 2007		
TERMS	SHIPMENT	
N/A	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are attached. Total Estimated Contract Value: \$ 343,538.49		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 071I4001105**. 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.

FOR THE VENDOR: Detroit Bio-Medical Laboratories, Inc. _____ Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature William C. Walsh, CPPB _____ Name Buyer/Manager, Tactical Purchasing _____ Title _____ Date
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**ACQUISITION SERVICES
STATE OF MICHIGAN**

TABLE OF CONTENTS

SECTION I - TERMS AND CONDITIONS

I-A	PURPOSE	1
I-B	TERM OF CONTRACT.....	1
I-C	ISSUING OFFICE.....	1
I-D	CONTRACT COMPLIANT INSPECTOR.....	2
I-E	COST LIABILITY.....	2
I-F	CONTRACTOR RESPONSIBILITIES	2
I-G	NEWS RELEASES.....	2
I-H	DISCLOSURE	2
I-I	ACCOUNTING RECORDS.....	3
I-J	INDEMNIFICATION.....	3
I-K	LIMITATION OF LIABILITY	4
I-L	NON INFRINGEMENT/COMPLIANCE WITH LAWS	5
I-M	WARRANTIES AND REPRESENTATIONS.....	5
I-N	TIME IS OF THE ESSENCE.....	5
I-O	STAFFING OBLIGATIONS	5
I-P	WORK PRODUCT AND OWNERSHIP	6
I-Q	CONFIDENTIALITY OF DATA AND INFORMATION.....	6
I-R	REMEDIES FOR BREACH OF CONFIDENTIALITY	7
I-S	CONTRACTOR'S LIABILITY INSURANCE.....	7
I-T	NOTICE AND RIGHT TO CURE	8
I-U	CANCELLATION.....	9
I-V	RIGHTS AND OBLIGATIONS UPON CANCELLATION	10
I-W	EXCUSABLE FAILURE	11
I-X	ASSIGNMENT	12
I-Y	DELEGATION	12
I-Z	NON-DISCRIMINATION CLAUSE	12
I-AA	WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT	13
I-BB	MODIFICATION OF SERVICE.....	13
I-CC	NOTICES.....	14
I-DD	ENTIRE AGREEMENT	14
I-EE	NO WAIVER OF DEFAULT	14
I-FF	SEVERABILITY.....	15
I-GG	HEADINGS.....	15
I-HH	RELATIONSHIP OF THE PARTIES.....	15
I-II	UNFAIR LABOR PRACTICES.....	15
I-JJ	SURVIVOR	15
I-KK	GOVERNING LAW.....	15
I-LL	YEAR 2000 SOFTWARE COMPLIANCE	15
I-MM	CONTRACT DISTRIBUTION	16
I-NN	ELECTRONIC FUNDS TRANSFER.....	16
I-OO	STOP WORK.....	16

SECTION II - WORK STATEMENT

II-A AGENCY POPULATION18
II-B SPECIFICATIONS.....18
II-C QUALITY ASSURANCE18
II-D WORKING CONDITIONS.....20
II-E PROJECT CONTROL AND REPORTS23
II-F PRICE.....24
II-G CONTRACT PAYMENT24

APPENDICES

- A PRICING SHEET**
- B HIPAA REQUIREMENTS**
- C CERTIFICATIONS**

DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
Contractor	Detroit Bio-Medical Laboratories, Inc. (DBML)
DMB	Michigan Department of Management and Budget
State	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.
Blanket Purchase Order	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
Expiration	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.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	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 Laboratory Services for the Michigan Department of Community Health, Caro Center.

This Contract 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 this Contract by all parties. The Laboratory Services this Contract cover the period April 15, 2004 through April 30, 2007 with 2 one-year options. 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, Caro Center. Where actions are a combination of those of Acquisition Services and Community Health the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all contractual matters relating to the Laboratory 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 Contract term, 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:

William C. Walsh, CPPB
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
(517) 373-6535
Email: Walshw@michigan.gov



I-D CONTRACT COMPLIANT INSPECTOR

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 Compliant Inspector for this project is:

Tammy McPherson
Department of Community Health
Caro Center
2000 Chambers Road
Caro, MI 48723
(989) 672-9444 Fax. (989) 673-0064
Email: MCPHERSON@michigan.gov

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 this Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities in this Contract whether or not the 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 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 this 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 the Contractors 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 this 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 this 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 this 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 this 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 not withstanding the expiration or early termination of this 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, and either party's maximum aggregate liability shall be limited to the maximum amount of this Contract. Such limitation as to in direct or consequential damages, and as to a party's maximum liability shall not be applicable for claims arising out of gross negligence, willful misconduct, or the Contractor's indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, actions 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

This 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 this 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.



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 this 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

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 this 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 this 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 reprourement 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 this 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 this 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 this 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 this 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 7. 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 this 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 this 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 this 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 this Contract, the State will pay, if applicable, as a separate item of payment pursuant to this 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 this 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 this 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 this 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, workaround 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 this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) this 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 this 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, workaround 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 this 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, 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 this Contract 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 this Contract.



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.michigan.gov/mdcs.

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 this Contract and the work to be performed by the Contractor under this 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 this 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 this 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 this 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 Drive
 Farmington Hills, MI 48335

For the State: William C. Walsh, CPPB
 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

This Contract 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 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 this Contract.

I-FF SEVERABILITY

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

I-GG HEADINGS

Captions and headings used in this 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 this 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 this Contract if, subsequent to award of this 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 this 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. The Contractor is 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.

I-OO 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 this 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 AGENCY POPULATION

The Contractor shall realize that the total number of patients will vary, however, the Contractor will be required to provide laboratory services to all patients of the Caro Center, as required by attending physician orders.

II-B SPECIFICATIONS

1. Contractor agrees to maintain a certificate of accreditation from C.M.S. Centers for Medicaid & Medicare Services in accordance with CLIA '88, C.A.P. (College of American Pathologists) and J.C.A.H.O. (Joint Commission on Accreditation of Hospitals Organization). Failure to maintain accreditation will result in immediate cancellation of this contract. DBML is a clinical laboratory in Michigan. DBML maintains a license through the Michigan Department of Public Health and operates with compliance under the Clinical Laboratory Improvement Act of 1967 and is accredited by the College of American Pathologists.
2. DBML has an active, formal quality control program that conforms to accepted industry standards. A complete copy of DBML's Quality Assurance/Quality Control Policy is attached. A copy of this Quality Assurance document will be made available to the Contract Administrator upon request.
3. DBML will provide all supplies, materials and equipment to obtain and transport specimens to and from DBML's lab. Supplies can be phone-ordered and will be delivered the next day. Part of the job responsibilities of the phlebotomist would be to maintain a suitable amount of supplies on site.
4. DBML will provide one (1) daily pickup of specimens Monday through Friday at 10:00 A.M. It is understood that the transporting of the specimens may occur at an earlier time if the morning draws are completed.
5. DBML will provide a Phlebotomist to the agency and the charges for this service will be included in the contract. Phlebotomist services will be provided from 7:00 A.M. to 10:00 A.M., Monday through Friday. DBML maintains that there is not a licensing procedure necessary for performing as a phlebotomist within the State of Michigan. Every effort will be made to hire a licensed Phlebotomist for this position. DBML however, will insure that any Phlebotomist that will have contact with patients of CC patients will have met all competency training and will pass all L.I.E.N. requirements
6. DBML will report out all agree "PANIC" or critical results to CC clinic at 989-672-9400 or to the on-call physician by DBML's pathologist or it's counterpart. These calls will occur shortly after a confirmation test is performed to insure "PANIC" or critical ranges.
7. DBML will pick-up all specimens by 10:00 A.M. All anti-convulsant results, Depakote, Tegretol, Lithium levels and hematology will be transmitted to the Agency by 1:00 P.M. the same day. Routine laboratory reports will be available before but no later than 8:00 A.M. the next day.
8. DBML will transmit the results for all other procedures which take longer than 18 hours to complete as soon as they are completed. There are many options to report times, and DBML will work with the Agency to deliver the best option for their circumstances.



9. DBML will provide a printer at the Agency for the printing of results. This printing will begin printing on or before 7:00 A.M. and be completed by 8:00 A.M. This printing will be in a complete and final form and ready for the patients medical record. Four copies of all reports will be provided. DBML has other options for computer transmission/receiving of test orders/results. DBML's newest form is a Web-Based (PowerWeb) product that will greatly enhance CC ordering/reporting capabilities. These options will be made available to CC upon their wishes if DBML is awarded the Bid.
10. DBML will provide and maintain, a terminal and necessary telephone equipment at the Agency. The printer will be of the "Quite" type. This will be provided at no cost to the Agency.
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 attending physician, the results of the initial procedure are not or may not be consistent with the normally expected test results for patients with similar diagnoses. This would result in the need to repeat the same procedure. It is understood by DBML that the request for a repeat test shall occur same day or within 2 days.
12. DBML will be responsible for instructing staff in the preparation of request forms or preparing request forms as required by medical personnel. All forms could be serially numbered and this service will be provided at no additional cost to the Agency. All result forms are numbered for quick reference for add-on testing, etc.
13. DBML will provide at no additional charge, the services of a qualified consulting pathologist. This service will be provided Monday through Friday from 8:00 A.M. until 4:30 P.M.
14. DBML's Chief Pathologist, Vincent S. Trent, M.D., does read both gross and microscopic specimens. Associate Pathologists also read both gross and microscopic specimens.
15. DBML will provide, at no cost to the Agency, training as often as needed for medical personnel. This will assist them in selecting the most effective method of ordering tests and other aspects of providing lab services as identified by the Agency or DBML.
16. DBML, as a matter of policy, saves all blood specimens for seven (7) days.
17. DBML will act as courier in the transportation of specimens to the Michigan Department of Public Health in Lansing. Delivery Monday through Thursday will be within 24 hours of pick up.
18. DBML will retain for at least seven (7) years, the slides for all class 3A-5 pap smears at no additional charge to the Agency. DBML's College of American Pathologist Certification mandates that we retain for longer than seven (7) years.
19. DBML will provide a list of actual minimum requirements of blood and/or serum required for each test. DBML understands the necessity for such a list.
20. DBML will provide a listing of basic chemistry and hematology micro procedures available, the minimum specimen required, and specialized supplies to collect and transport these specimens.
21. DBML rarely refers specimens to another laboratory for testing. DBML has an internal tracking system in place to monitor abnormal results on referred tests and will notify the Agency immediately if a "Panic" abnormal would occur.



22. DBML insures that all electrocardiogram tracings will be interpreted by a certified cardiologist. DBML will report out the results next day with telephone and/or printed report. The original tracing including the cardiologists's report plus one (1) additional copy will be returned to the Agency the next regular business day.
23. DBML will bill Agency directly for services provided. DBML will not bill Agency's patients for services provided.
24. DBML will bill at only the agreed upon contract price. DBML will provide the Agency with three (3) separate accounts to facilitate accounting at the Agency.
25. DBML will provide by the 20th of the month, an itemized statement of cost incurred the preceding month. The statement will include Agency's patients' case number, name, date of service, C.P.T. (current procedural terminology) number, procedure name and cost of each test by C.P.T. number.
26. DBML will provide by the 20th of each month, a summary of costs incurred the preceding month. All tests performed for Agency's patients will be summarized by procedure and count by Agency. C.P.T. numbers will be used, along with procedure names.
27. DBML understands that the Director of Acquisition Services reserves the right to modify this service during the course of the Contract. DBML will reside within this agreement and realizes that billing procedure changes could be forthcoming. DBML realizes that any price changes to this proposal will be subject to acceptance by CC and State of Michigan.
28. DBML realizes that the number and type of procedures to be performed under the Contract will depend on the medical needs of the client population of the Agency. It is understood that employee testing and general Agency operations could impact the total amount of testing.
29. DBML will provide monthly microbiology summaries to the Agency. These summaries will minimally include: **1)** a chronological summary of all cultures submitted during the month with patient identification, source/site of culture material and organism(s) isolated; **2)** a summary of positive cultures grouped by organism(s) identified, to include source/site of culture material and patient identification; **3)** a summary of all cultures grouped by source site, to include patient identification and organism(s) identified.



II-C 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:

3. **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.



4. INTERNAL QC

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

a. 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.

b. 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.

c. 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.

d. 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 filled 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.

e. **RELIABILITY CONTROL**

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

f. **VERIFICATION CONTROL**

Verification control includes the CLIA inspection and accreditation.

II-D WORKING CONDITIONS

1. All work is to be conducted between the hours of 8:00 A.M. and 4:30 P.M., Monday thru Friday unless otherwise agreed upon between the contractor and Caro Center's management.
2. Unattended vehicles should be locked at all times.
3. All equipment must be accounted for at all times.
4. While working within the Caro Center, the Contractor may encounter information relative to our patients, including their identity. The Contractor shall maintain the confidentiality of patients at all times, under the HIPPA requirements.
5. All Personal Protection Equipment (P.P.E.) must be used when appropriate.
6. All Federal (O.S.H.A.) and State (M.I.O.S.H.A.) standards and N.F.P.A. (National Fire Protection Association) Life Safety Codes must be followed during the course of any work or service being performed at this Agency.

II-E PROJECT CONTROL AND REPORTS

I. Project Control

- a. The Contractor will carry out this project under the direction and control of the Director of the Caro Center.
- b. Although there will be continuous liaison with DBML, the client agency's Project Director will meet as necessary with DBML's Project Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.



II-F PRICE

Prices/rates quoted are the maximum for a period of 365 days from date Contract becomes effective. Prices may be subject to revision at the end of each 365-day period. Such changes shall be based on general industry changes and supported by adequate detail to document same. Revisions may be either increases or decreases and may be requested by either party. The prices quoted each 365-day period shall be firm. Requests 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 canceled. See Appendix A for current pricing schedule.

II-G CONTRACT PAYMENT

All invoices should reflect actual work done. The Contractor will provide detailed billings in order to verify tests completed. All invoices shall list patients name, date of service, and what tests were performed. 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.



**APPENDIX A
PRICING SCHEDULE**

CPT CODE	DESCRIPITON	COST PER TEST
80053	Comprehensive Metabolic Panel	\$16.00
	Glucose	
	BUN	
	Creatinine	
	Sodium	
	Potassium	
	Chloride	
	CO2	
	Calcium	
	Total Bilirubin	
	Total Protein	
	AST	
	ALT	
	Alkaline Phosphates	
	Albumin	
80048	Basic Metabolic Panel	\$9.00
	Glucose	
	BUN	
	Creatinine	
	Sodium	
	Potassium	
	Chloride	
	CO2	
	Calcium	
80051	Electrolytes Panel	\$6.00
	Sodium	
	Potassium	
	Chloride	
	CO2	
80076	Hepatic Panel	\$9.00
	Total/Direct Bilirubin	
	Total Protein	
	AST	
	ALT	
	Alkaline Phosphates	



CPT CODE	DESCRIPTION	Albumin	COST PER TEST
80061		Lipid Panel	\$11.00
		Cholesterol	
		Triglycerides	
		HDL	
		LDL	
		VLDL	
80101		Urine Drug Screen	\$25.00
		PCP/Phenoclidine 83992	
		Methadone 80101	
		Propoxyphene 80101	
		Opiates 83925	
		Benzodiazepines 80154	
		Methaqualone 80101	
		Amphetamines 82145	
		Cannabinoid/THC100 80101	
		Cocaine 82520	
		Barbiturates 82205	
		Hepatitis B	
87340		Hepatitis B Surface Antigen	\$11.00
		Hepatitis B Surface Antibody Titer	\$11.00
		Vitamin B12/ Folate	
82607		Vitamin B12 plus Folic Acid	\$19.20
82746		(Folate)	
		Iron Profile	\$18.50
83550		Iron, TIBC, % Saturation & Ferritin	
83540			
82728			

The Following are Individual Tests:

80102	Drug Screen Confiramtion	\$35.00
80152	Elavil	\$44.50
80154	Benzodiazepines	\$5.00
80156	Tegretol/Carbamazepine	\$11.00
80160	Impramine/Desipramine	\$33.38



80162	Digoxin	\$9.10
80164	Valporic Acid/Depakote	\$11.00
80173	Haliperidol/Haldol	\$46.73
80174	Imipramine	\$33.38
80178	Lithium	\$5.25
80182	Amitriptyline/Nortriptyline	\$44.50
80184	Phenobarbital	\$12.50
80185	Phenytoin/Dilantin	\$12.50
80198	Theophylline	\$12.50
80200	Tobramycin, Peak or Trough	\$18.00
80202	Vancomycin, Peak or Trough	\$15.00
80299	Quantitation of drug, not elsewhere specified	\$100.00
80299	Prozac-Fluoxetine	\$36.25
80299	Thiothixene-Navane	\$92.00
80299	Trazadone/Desyrel	\$53.10
80299	Zolft-Sertraline	\$48.38
80299	Neurontin-Gabapentin	\$55.00
80299	Seroquel-Quetiapine	\$78.55
81000	Urinalysis,Leukocyte Estrase & Micro	\$4.50
82009	Acetone/Ketone, Blood qual.	\$5.00
82040	Albumin	\$2.00
82043	Albumin, Urine	\$2.00
82055	Alcohol, any specimen except breath	\$17.50
82088	Aldosterone, Plasma	\$50.00
82131	Amino Acids, single, quantative	\$80.00
82140	Ammonia	\$30.00
82145	Amphetamines	\$5.00
82150	Amylase	\$8.00
82251	Bilirubin, Total & Direct	\$4.00
82270	Occult Blood	\$3.00
82310	Calcium	\$2.00
82330	Calcium, Ionized	\$40.00
82340	Calcium Total, Urine quantitative, timed spec	\$2.00
82378	Carcinogenic Antigen (CEA)	\$15.00
82390	Ceruloplasmin	\$12.50
82491	Clozapine-Clozaril	\$39.38
82520	Cocaine	\$5.00
82525	Copper	\$56.25
82533	Cortisol, Total	\$15.00
82550	CPK	\$2.00
82552	CPK Isoenzymes	\$13.70
82553	Creatine kinase, MB fraction only	\$13.70
82565	Creatinine, Blood	\$2.00
82570	Creatinine, Urine 24hr	\$2.00



82575	Creatinine Clearance	\$6.00
82607	Vitamin B-12	\$12.00
82668	Erythropoietin	\$54.60
82672	Estrogen, Total	\$30.00
82690	Ethchlorvynol	\$50.00
82705	Fecal Fat, Stool	\$67.20
82728	Ferritin	\$12.50
82746	Folic Acid	\$20.32
82947	Glucose, gestational, 1 hour	\$2.75
82950	Glucose Tolerance, 2 hour	\$8.00
82951	Tolerance test, 3 spec includes Glucose	\$8.75
82952	Glucose Tolerance, 5 specimen	\$9.75
82977	GGTP	\$4.50
83001	FSH	\$20.00
83002	Lutenizing Hormone	\$20.00
83020	Hemoglobin Electrophoresis	\$15.00
83021	Hemoglobin Chromatography	\$15.00
83036	Glycohemoglobin	\$7.50
83520	Immunoassay, not otherwise specified	\$100.00
83540	Iron	\$3.00
83615	LDH	\$2.00
83690	Lipase	\$8.00
83718	High Density Liprprotein HDL	\$7.00
83735	Magnesium	\$4.00
83930	Osmololity Blood	\$10.00
83935	Osmololity Urine	\$10.00
83992	Phencyclidine (PCP)	\$5.00
84022	Phenthiazine	\$75.75
	Chlorpromazine/Thorazine	\$64.50
	Thioridazine-Mellaril	\$60.30
	Trifluriperazine-Stelazine	\$75.75
	Fluphenazine-Prolixin	\$71.88
84060	Acid Phosphatase	\$29.28
84066	Phosphatase Acid, prostatic	\$20.78
84075	Alkaline Phosphatase	\$2.00
84100	Phosphorous	\$2.00
84132	Potassium	\$2.00
84146	Prolactin	\$20.00
84155	Total Protein	\$2.00
84165	Protein Electrophoresis with TP	\$10.00
84155		\$0.00
84295	Sodium	\$2.00
84300	Sodium, Urine	\$2.00
84402	Free Testosterone	\$30.00



84403	Testosterone	\$20.00
84436	T4	\$5.00
84439	T4 Free	\$10.00
84443	TSH	\$10.75
84445	Thyroid Stimu Immune Globulin 90 TSI	\$115.00
84450	SGOT/AST	\$2.00
84460	SGPT/ALT	\$2.00
84478	Triglycerides	\$2.00
84479	T3	\$5.00
84484	Troponin, Quantitative	\$13.75
84545	Urea Nitrogen (BUN)	\$2.00
84588	Vasopressin	\$92.25
84681	C-Peptide	\$90.00
84702	Gonadotropin, Chorionic, Quantitative (hCG)	\$20.80
84703	Preg Test Urine	\$6.50
84730	Preg Test Blood	\$6.50
85002	Bleeding Time	\$10.00
85007	CBC with Manual Differential	\$5.00
85018	Hemoglobin	\$2.50
85025	CBC Including Differential Platelet	\$5.00
85044	Reticulocyte Count	\$5.67
85045	Reticulocyte Count , flow cytometry	\$5.67
85301	Antithrobin III, Antigen Assay	\$40.00
85610	Prothrombin Time	\$6.00
85651	ESR	\$4.00
85660	Sickle Cell	\$9.00
85730	PTT	\$8.30
86038	Anti-Nuclear Antibody	\$15.00
86039	Anti-Nuclear Antibody, Titer	\$15.00
86140	C Reative Protein	\$10.00
86162	CH50	\$58.60
86225	Deoxyribonucleic Acid Antibody	\$33.00
86255	Fluorescent Noninfectious Agent Antibody	\$12.00
86308	Heterophile Screen (Mono)	\$5.20
86310	Mono	\$5.20
86320	Immunoelectroporesis, Qualitative	\$35.00
86325	Immunoelectroporesis, Quanitaive	\$35.00
86334	Immunofixation Electrophoresis, Qualitiative	\$35.00
86376	Microsomal Antibodies	\$20.11
86403	Particle Agglutination, screen ea Antibody	\$20.00
86430	Rheumatoid factor, qualitative	\$7.50
86592	RPR	\$4.50
86677	Helicobacter Pylori	\$18.37
86701	HIV-1	\$11.50



86704	Hepatitis B Core Antibody	\$11.00
86705	IgM Antibody	\$27.39
86706	Hepatitis B Surface Antibody	\$11.00
86707	Hepatitis B E Antibody	\$15.00
86708	Hepatitis A Antibody, Total	\$25.00
86709	Hepatitis A IgM	\$21.03
86713	Legionella	\$46.50
86738	Mycoplasma	\$36.05
86762	Rubella IgG	\$21.00
86781	FTA	\$10.50
86787	Varicella Zoster IgG,*	\$12.00
86787	Varicella Zoster IgM*	\$38.25
86800	Thyroglobulin Antibody	\$20.11
86803	Hepatitis C Antibody (HCV)	\$18.08
86850	Antibody Screen	\$6.00
86901	ABO/Rh	\$12.00
86900	ABO/Rh	\$0.00
87040	Culture, Bacterial, blood w/isol & ID	\$14.00
87045	Culture Stool 3 Organisms	\$14.00
87070	Culture any source except urine,blood,stool	\$14.00
87070	Sterilizer Test Strip	\$25.00
87081	Culture, presumptive,pathOrganisms,screen	\$8.00
87086	Urine Culture & Colony Count	\$10.00
87088	Urine Culture w/isolation & presumptive id	\$8.00
87102	Culture, other source (except blood)	\$14.00
87117	AFB Culture, Sputum	\$37.73
87206	AFB Culture, Sputum	\$0.00
87171	Pinworm Examination	\$5.00
87177	Ova & Parasites incl Cam. Jejuni **	\$10.00
87186	MIC	\$12.00
87205	Gram Stain	\$3.00
87210	Trichomonas	\$6.31
87327	Cryptococcus Antigen	\$36.95
87340	Hepatitis B Surface Antigen	\$11.00
87350	Hepatitis B E Antigen	\$15.00
87449	Infectious agent antigen detection, enzyme immunoassay	\$100.00
87490	Chlamydia/DNA/GC Probe	\$40.00
87590	Chlamydia/DNA/GC Probe	\$40.00
87522	Hepatitis C Qnt RNA	\$183.44
87536	HIV-1 RNA by PCR	\$155.00
87901	Infectious agent	\$500.00
88164	Pap Smear (single slide)	\$15.00
88180	CD4/CD8, T&B Lymphocytes	\$110.00



85048	(includes all 3 CPT's)	\$110.00
86361	"	\$0.00
89190	Nasal Eosinophil	\$6.56
93005	EKG tracing only, without interpret & report	\$16.00
93010	EKG interpretation and report only	\$16.00

Daily Fee for Phlebotomist Based on 3 hr \$39.00

- * Please note that Varicella Zoster IgG and Varicella Zoster IgM will be billed separate.
- ** Please note that Campylobacter jejuni is a bacteria and will be billed as a stool culture.



A 40% discount off this fee schedule applies.

CURRENT DBML FEE SCHEDULE		
TEST CODE	DESCRIPTION	FEE
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



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



TEST CODE	DESCRIPTION	FEE
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



TEST CODE	DESCRIPTION	FEE
696	INSULIN	\$30.00
701	IRON BINDING	\$35.00
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 LIPOPROTEIN (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	MICROALBUMIN	\$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



TEST CODE	DESCRIPTION	
832	PREGNANCY, URINE	\$20.00
854	PRO-TIME	\$15.00
838	PROCAINAMIDE/N-ACETYLPROCAIN.	\$50.00
855	PROGESTERONE, SERUM	\$48.00
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



TEST CODE	DESCRIPTION	
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
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

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, (“Contractor”). This Addendum supplements and is made a part of the existing contract(s) or agreement(s) between the parties including the following Contract(s): _____ (“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.



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.



- I. 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: _____
 Title: _____
 Department and Division: _____
 Address: _____

Business Associate Representative:

Name: _____
 Title: _____
 Department and Division: _____
 Address: _____

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 (3rd) 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

[INSERT NAME]

[INSERT NAME]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



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.]*



Associate

Covered Entity

[INSERT NAME]

[INSERT NAME]

By: _____

By: _____

Print Name: _____

Print Name: _____

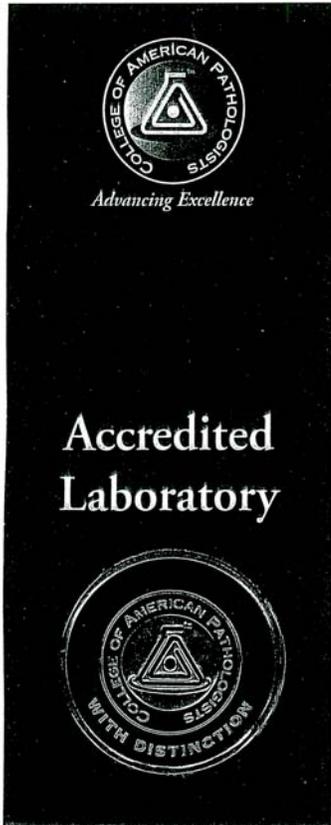
Title: _____

Title: _____

Date: _____

Date: _____

s:sa/ac/ga/2002 2002017913A HIPPA Michigan Model BA Addendum



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, 2005 to maintain accreditation.

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

Conrad S. Kyrle, Jr.

Chair, Commission on Laboratory Accreditation

Mary E. Kan, M.D.

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

