

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

September 18, 2008

CHANGE NOTICE NO. 2  
 TO  
 CONTRACT NO. 071B6200306  
 (Supercedes Contract #071B2001447)  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE: (800) 950-3005 x158	
<b>O P Therapy d.b.a. In-House Diagnostic Solutions</b> <b>24301 Telegraph Road</b> <b>Southfield, MI 48034</b>  <b>aseabloom@inhousecaresolutions.com</b>		<b>John Cooke</b>	
		BUYER (517) 241-3768 <b>Lance Kingsbury</b>	
Contract Compliance Inspector: Ruby Roc (734) 367-8512 <b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b>			
CONTRACT PERIOD:		From: <b>April 17, 2006</b>	To: <b>December 31, 2008</b>
TERMS	SHIPMENT		
<b>N/A</b>	<b>N/A</b>		
F.O.B.	SHIPPED FROM		
<b>N/A</b>	<b>N/A</b>		
MINIMUM DELIVERY REQUIREMENTS			
<b>N/A</b>			

**NATURE OF CHANGE(S):**

Effective immediately, this Contract is hereby **EXTENDED** through December 31, 2008.  
 All other terms, conditions, specifications, and pricing remain unchanged.

**AUTHORITY/REASON:**

Per agency request, vendor agreement, Ad Board approval on 9/12/08, and  
 DMB/Purchasing Operations' approval.

**TOTAL REVISED ESTIMATED CONTRACT VALUE:           \$287,068.00**

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

October 2, 2007

**CHANGE NOTICE NO. 1  
 TO  
 CONTRACT NO. 071B6200306  
 (Supercedes Contract #071B2001447)  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>O P Therapy d.ba. In-House Diagnostic Solutions 24301 Telegraph Road Southfield, MI 48034</b>		TELEPHONE: (800) 950-3005 x152 <b>Peter Ritchie</b>
		BUYER (517) 373-1080 <b>Melissa Castro</b>
Contract Administrator: Venus Durr <b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b>		
CONTRACT PERIOD: From: <b>April 17, 2006</b> To: <b>September 30, 2008</b>		
TERMS  <b>N/A</b>	SHIPMENT  <b>N/A</b>	
F.O.B.  <b>N/A</b>	SHIPPED FROM  <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE(S):**

**Effective September 30, 2007, this Contract is hereby INCREASED by \$107,472.00, and EXTENDED through September 30, 2008. All other terms, conditions, specifications, and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per request of DCH and Ad Board approval on September 18, 2007.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$287,068.00**

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

June 7, 2006

NOTICE  
 TO  
 CONTRACT NO. 071B6200306  
 (Supercedes Contract #071B2001447)  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE: (800) 950-3005 x152	
<b>O P Therapy d.ba. In-House Diagnostic Solutions</b> <b>24301 Telegraph Road</b> <b>Southfield, MI 48034</b>		<b>Peter Ritchie</b>	
		BUYER (517) 373-1080 <b>Melissa Castro</b>	
Contract Administrator: Venus Durr <b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b>			
CONTRACT PERIOD:		From: <b>April 17, 2006</b>	To: <b>September 30, 2007</b>
TERMS		SHIPMENT	
N/A		N/A	
F.O.B.		SHIPPED FROM	
N/A		N/A	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

This Contract replaces Contract #071B2001447 as vendor has changed name and FEIN. No additional funds have been added.

Estimated Contract Value: \$ 179,595.53

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

**CONTRACT NO. 071B6200306**  
 (Supercedes Contract #071B2001447)

**between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>O P Therapy d.ba. In-House Diagnostic Solutions          24301 Telegraph Road          Southfield, MI 48034</b></p>	TELEPHONE: (800) 950-3005 x152 <b>Peter Ritchie</b>  BUYER (517) 373-1080 <b>Melissa Castro</b>
Contract Administrator: Venus Durr <b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b>	
CONTRACT PERIOD: From: <b>April 17, 2006</b> To: <b>September 30, 2007</b>	
TERMS  <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT  <p style="text-align: center;"><b>N/A</b></p>
F.O.B.  <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM  <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:  <p><b>This Contract replaces Contract #071B2001447 as vendor has changed name and FEIN. No additional funds have been added.</b></p> <p><b>Estimated Contract Value: \$ 179,595.53</b></p>	

**FOR THE VENDOR:**

**O P Therapy**  
 \_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Authorized Agent Signature

\_\_\_\_\_  
 Authorized Agent (Print or Type)

\_\_\_\_\_  
 Date

**FOR THE STATE:**

\_\_\_\_\_  
 Signature

**Melissa Castro, CPPB, Buyer Manager**  
 \_\_\_\_\_  
 Name/Title

**Services Division, Purchasing Operations**  
 \_\_\_\_\_  
 Department

\_\_\_\_\_  
 Date

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 17, 2006

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B2001447**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>The Mobile Medical Group Inc.</b> <b>24301 Telegraph Rd., Ste. 280</b> <b>Southfield, MI 48034</b>	TELEPHONE <b>John Cooke</b> <b>(248) 353-1155 xt. 111</b>
	BUYER/CA (517) 373-1080 <b>Melissa Castro</b>
	Contract Compliance Inspector: Gloria Kaiser, MD <b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b>
CONTRACT PERIOD: 5 Yrs-5 Mo From: <b>May 1, 2002</b> To: <b>April 17, 2006</b>	
TERMS  <b>Net 30 Days</b>	SHIPMENT  <b>N/A</b>
F.O.B.  <b>Delivered</b>	SHIPPED FROM  <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>None</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby CANCELLED and REPLACED with Contract #071B6200306 due to vendor name and FEIN change.

**PLEASE NOTE: The buyer has been CHANGED to Melissa Castro**

**AUTHORITY/REASON:**

**Per vendor request and DMB/Purchasing Operations approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 329,488.25**

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

March 18, 2005

**CHANGE NOTICE NO. 2  
 TO  
 CONTRACT NO. 071B2001447  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR <b>The Mobile Medical Group Inc.</b> <b>24301 Telegraph Rd., Suite 280</b> <b>Southfield, MI 48034</b>	TELEPHONE (248)353-1155 X 111 <b>John Cooke</b>
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Gloria Kaiser, MD <span style="float: right;">CS138# 391S2000148</span> <b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b>	
CONTRACT PERIOD 5Yrs-5Mo From: <b>May 1, 2002</b> To: <b>September 30, 2007</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

Effective March 18, 2005, this Contract is hereby CHANGED to add the following:

**CONTRACTOR PRICING**

**PRICE LIST FOR X-RAY PROCEDURES**

		Column 1	Column 2
NUMBER	NAME	NET FEE FOR PROCEDURE	NET FEE FOR PROCEDURE (MC& Medicaid Billed Interpretation)
70100	Mandible	\$29.27	\$21.60
70150	Facial bones	\$43.66	\$35.99
70160	Nasal Bones	\$28.91	\$21.24
70260	Skull	\$52.12	\$44.45
71010	Chest – One View	\$27.48	\$19.81

71020	Chest – Two Views	\$35.58	\$27.91
71100	Ribs, Unilateral	\$33.79	\$26.12
71110	Ribs, Bilateral	\$44.02	\$36.35
72040	Cervical Spine AP/Lateral	\$34.86	\$27.19
72070	Thoracic Spine	\$36.64	\$28.97
72100	Lumbosacral Spine	\$37.94	\$30.27
72170	Pelvis AP	\$28.91	\$21.24
72190	Pelvis, Complete, 3+ views	\$36.29	\$28.62
72200	Sacroiliac Joints	\$28.91	\$21.24
73000	Clavicle complete	\$28.56	\$20.89
73030	Shoulder complete	\$31.64	\$23.97
73060	Humerus complete	\$31.28	\$23.61
73080	Elbow complete	\$31.28	\$23.61
73090	Forearm complete	\$28.56	\$20.89
73110	Wrist complete	\$29.27	\$21.60
73130	Hand complete	\$29.27	\$21.60
73510	Hip, Complete	\$34.01	\$26.34
73520	Hip, Bilateral, 2 views of each, plus AP views	\$39.74	\$32.07
73550	Femur AP/Lateral	\$31.28	\$23.61
73562	Knee complete, 3 views	\$32.59	\$24.92
73590	Tibia/Fibula	\$28.91	\$21.24
73610	Ankle complete	\$29.27	\$21.60
73630	Foot	\$30.19	\$22.52
74000	Abdomen AP	\$29.27	\$21.60
74020	Abdomen, Multiple Views	\$37.72	\$30.05
70440	Orbit (70200) Minimum 4 views	\$44.74	\$37.07
70220	Paranasal Sinuses Complete	\$44.67	\$37.00
71700	Sternum (71120) Minimum 2 views	\$35.57	\$27.90
72550	Scapula (73010) Complete	\$28.91	\$21.24
72950	Fingers (73140) 2 Views	\$23.19	\$15.52
R0070	Transport Equipment (per round trip)	\$107.60	\$107.60
W1	Employee Chest X-Ray	\$27.48	

Column 1 identifies the exam cost with interpretation quoted and billed to WRPB for x-ray services.

Column 2 shows the modified cost of x-ray exams to WRPB when MMG bills the interpretation to Medicare or Medicaid for patients covered under those programs.

When a patient is covered by Medicare or Medicaid, MMG will bill the exam cost shown in column 2 and will bill the interpretation to either Medicare or Medicaid. When patient has no insurance, MMG will bill the exam cost shown in column 1 to WRPB.

**All other terms, conditions and pricing of this Contract shall remain the same.**

**AUTHORITY/REASON: Per request from Agency, agreement from Vendor (letter dated 3/4/05) and Acquisition Services approval.**

**Increase: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$329,488.25**

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

October 13, 2004

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B2001447**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE <b>John Cooke</b> <b>(248) 353-1155 xt. 111</b>
<b>The Mobile Medical Group Inc.</b> <b>24301 Telegraph Rd., Ste. 280</b> <b>Southfield, MI 48034</b>		
		BUYER/CA (517) 373-6535 <b>William Walsh</b>
Contract Compliance Inspector: Gloria Kaiser, MD <b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b>		
CONTRACT PERIOD: 5 Yrs-5 Mo From: <b>May 1, 2002</b> To: <b>September 30, 2007</b>		
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>N/A</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>None</b>		

**NATURE OF CHANGE (S):**

Effective immediately, Section II-D-11 of this Contract is hereby CHANGED to the following:

**The Contractor will be required to bill third party payers for all professional services. All ancillary services must be billed directly to WRPH's Accounting Office. Bills are to be submitted by the 15<sup>th</sup> of every month.**

**PLEASE NOTE: The buyer has been CHANGED to William Walsh.**

**AUTHORITY/REASON:**

**Per request from Agency (Jeraldine Thaxton).**

**INCREASE: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 329,488.25**

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 1, 2002

NOTICE  
 TO  
 CONTRACT NO. 071B2001447  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE <b>John Cooke</b> <b>(248) 353-1155 xt. 111</b>
<b>The Mobile Medical Group Inc.</b> <b>24301 Telegraph Rd., Ste. 280</b> <b>Southfield, MI 48034</b>		BUYER (517) 373-1080 <b>Melissa Castro</b>
Contract Administrator: Gloria Kaiser, MD <b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b>		
CONTRACT PERIOD: From: <b>May 1, 2002</b> To: <b>September 30, 2007</b>		
TERMS	SHIPMENT	
<b>N/A</b>	<b>N/A</b>	
F.O.B.	SHIPPED FROM	
<b>N/A</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

Estimated Contract Value: \$ 329,488.25

**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. 071B2001447**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>The Mobile Medical Group Inc.          24301 Telegraph Rd., Ste. 280          Southfield, MI 48034</b></p>	TELEPHONE: (248) 353-1155 xt. 111 <p style="text-align: center;"><b>John Cooke</b></p> <hr/> BUYER (517) 373-1080 <p style="text-align: center;"><b>Melissa Castro</b></p>
Contract Administrator: Gloria Kaiser, MD <p style="text-align: center;"><b>X-Ray Services – Department of Community Health, Walter P. Reuther Psychiatric Hospital</b></p>	
CONTRACT PERIOD: From: <b>May 1, 2002</b> To: <b>September 30, 2007</b>	
TERMS  <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT  <p style="text-align: center;"><b>N/A</b></p>
F.O.B.  <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM  <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:  <p><b>Estimated Contract Value: \$ 329,488.25</b></p>	

<p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>The Mobile Medical Group, Inc.</b>          _____          Firm Name</p> <p style="text-align: center;">_____          Authorized Agent Signature</p> <p style="text-align: center;">_____          Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____          Date</p>	<p><b>FOR THE STATE:</b></p> <p style="text-align: center;">_____          Signature  <b>Melissa Castro, Buyer</b>          _____          Name  <b>Acquisition Services, Tactical Purchasing</b>          _____          Title</p> <p style="text-align: center;">_____          Date</p>
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**ACQUISITION SERVICES  
STATE OF MICHIGAN**

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**A      Contract Pricing**



**DEFINITION OF TERMS**

<b>TERMS</b>	<b>DEFINITIONS</b>
<b>Contract</b>	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
<b>Contractor</b>	The successful bidder who is awarded a Contract.
<b>DMB</b>	Michigan Department of Management and Budget
<b>RFP</b>	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
<b>State</b>	<p>The State of Michigan</p> <p>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.</p>
<b>Blanket Purchase Order</b>	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
<b>Expiration</b>	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
<b>Cancellation</b>	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
<b>Work Product</b>	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I  
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

**I-A PURPOSE**

The purpose of this Contract is to provide **X-ray services to the patients of Walter P. Reuther Psychiatric Hospital on an as needed basis.**

This Contract is 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 activities in this Contract cover the period **May 1, 2002 through September 30, 2007.** At the sole option of the State, the Contract may be extended for up to 1 (one) additional year. Contractor performance, price, and the Contractor's ability to provide services as requested are some of the things that will be used as a basis for any decision by Acquisition Services to extend the Contract.

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, Walter P. Reuther Psychiatric Hospital. Where actions are a combination of those of Acquisition Services and **Walter P. Reuther Psychiatric Hospital**, the authority will be known as the State.

Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. All communications regarding contractual matters must be addressed to:

**Melissa Castro**  
 DMB, Acquisition Services  
 2nd Floor, Mason Building  
 530 W. Allegan  
 Lansing, MI 48909  
 (517) 373-1080  
[castrom@michigan.gov](mailto:castrom@michigan.gov)



**I-D CONTRACT ADMINISTRATOR**

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

**Gloria Kaiser, M.D.  
 Walter P. Reuther Psychiatric Hospital  
 30901 Palmer Road  
 Westland, MI 48186-5389  
 (734) 367-8512**

**I-E PURCHASE ORDERS**

Acquisition Services has given the State Departments approval to make payments for commodities and services purchased from this contract through Direct Voucher. For this reason, the Contractor may be asked to reference the Blanket Purchase Order/Contract number rather than a Purchase Order Number when invoicing for payment.

**I-F 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-G CONTRACTOR RESPONSIBILITIES**

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



**I-H 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-I DISCLOSURE**

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

**I-J ACCOUNTING RECORDS**

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

**I-K INDEMNIFICATION**

1. General Indemnification

Upon receipt of written notice, as required herein, 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:

- a. Any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents for any negligence or wrongful acts arising out of or resulting from (1) the services and products provided or (2) performance of the work, duties, responsibilities, actions or omissions of the CONTRACTOR or any of its subcontractors under this CONTRACT;
- b. Any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from a material breach by



the CONTRACTOR of any representation or warranty made by the CONTRACTOR in the CONTRACT;

- c. Any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or related to occurrences that the CONTRACTOR is required to insure against as provided for in this CONTRACT;
- d. Any claim, demand, action, citation or legal proceeding against the State, its departments divisions, agencies, sections, commissions, officers, 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 by the negligence or reckless or intentional wrongful conduct of the State;
- e. Any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, 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.

2. Patent/Copyright Infringement Indemnification

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 (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 by a third party 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, 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.

3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the CONTRACTOR or any of its subcontractors, the indemnification obligation under the CONTRACT shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit 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 subclauses.

4. Continuation of Indemnification Obligation

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

**I-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 contains customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;



4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;

**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 the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

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

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000.00 each occurrence and, when applicable \$1,000,000.00 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000.00 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000.00 each occurrence and when applicable, \$1,000,000.00 annual aggregate.



6. Claims for damages because of Errors and Omissions in the performance of duties inherent to the profession of **X-ray services**, subject to a limit of liability of not less than \$300,000.00 each occurrence and, when applicable, \$1,000,000.00 annual aggregate. For this coverage, the State requires that it be named as a co-insured party.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).

**UPON CONTRACT EXECUTION, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, ORIGINAL CERTIFICATE (S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Acquisition Services.

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

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**I-U CANCELLATION**

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

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



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

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

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

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



4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
  
5. Approval(s) Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963 and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract or the disbursements violate Article 11, Section 5, of the constitution or violates applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

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

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
  
2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges



due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**I-W EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, 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 the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, 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 the Contract without the prior written consent of the Acquisition Services Director.

**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 Contractor's original proposal unless the Director of Acquisition Services has given written consent to the delegation.

**I-Z NON-DISCRIMINATION CLAUSE**

In the performance of this Contract or any purchase order resulting herefrom, 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 the Contract or purchase order.

**I-AA MODIFICATION OF SERVICE**

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

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

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

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



- b. Modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

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

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

**I-BB 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: **John Cooke, Executive Director of Radiology**  
**The Mobile Medical Group**  
**24301 Telegraph Rd.**  
**Southfield, MI 48034**



For the State: **Melissa Castro, Buyer**  
**DMB, Acquisition Services**  
**Mason Building, 2nd Floor**  
**530 W Allegan**  
**Lansing, MI 48909**

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

**I-CC 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-DD 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 the Contract.



**I-EE SEVERABILITY**

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

**I-FF HEADINGS**

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

**I-GG 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-HH UNFAIR LABOR PRACTICES**

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

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

**I-II SURVIVOR**

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

**I-JJ 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-KK 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-LL TRANSITION ASSISTANCE**

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

**I-MM DISCLOSURE OF LITIGATION**

1. The Contractor shall notify the State, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.
  
2. The Contractor shall notify the State of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years preceding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of \$250,000 or which otherwise may affect the viability or financial stability of the Contractor , or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than \$250,000



shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.

3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.
4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
  - a. The ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
  - b. Whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then

The Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.
5. The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.



**SECTION II**  
**WORK STATEMENT**

**II-A WORK STATEMENT**

The Contractor will provide X-ray services to patients of the Walter P. Reuther Psychiatric Hospital as needed.

**II-B AGENCY POPULATION**

Walter P. Reuther Psychiatric Hospital – 240 residents.

**II-C PERIOD COVERED**

This Contract begins May 1, 2002 through September 30, 2007.

**II-D TASKS/VENDORS**

1. Contractor shall furnish staff, supplies, materials, and equipment necessary to provide x-ray services, on the premises of the Agency, seven (7) days per week, twenty-four (24) hours per day, upon demand.
2. The Contractor shall furnish certified portable x-ray equipment to be used on the Agency's premises suitable to the procedure performed. Proof of Michigan Department of Public Health certification shall be provided to the Agency prior to service delivery.
3. The Contractor shall perform the procedure(s) with licensed personnel.

The technician must be certified to practice in the State of Michigan. Proof of certification shall be provided to the Agency prior to service delivery.

The Contractor shall read and interpret x-rays with licensed radiology professionals. Proof of licensure shall be provided to the Agency prior to service delivery. Additionally, radiologist will be available for consultation as deemed necessary by the Agency.

4. The Contractor shall provide three (3) levels of service:



- a. **Routine.** On Monday, Wednesday, and Friday of each week, except State holidays, between the hours of 1:00 p.m. and 3:00 p.m., x-rays shall be taken in Room 190. Contractor may contact the Agency between 11:00 a.m. and 12:00 p.m. at (313) 722-4500, extension 211 or 212, each day routine services are to be delivered to ascertain the need for that day.
  - b. **As Soon As Possible.** X-ray to be taken the same day as ordered. Abnormal results are called in on the same day. Written report will be delivered to the agency the next working day.
  - c. **Stat.** X-ray will be taken within two (2) hours of call. Report of findings will be called to the agency within four (4) hours of x-ray. During regular work hours (8:00 a.m. to 4:30 p.m.), Contractor will contact ward physician on positive x-rays and physician or ward nurse on negative reports. After hours (4:31 p.m. to 7:59 a.m.) the Contractor will contact the on-duty physician. Written report will be delivered to the agency the next working day. The State reserves the right to handle STAT situations through alternate means, such as sending to the local Emergency Room, at the sole discretion of the WPR staff. Using alternate sources for STAT shall not be construed as a breach of Contract, and the Contractor cannot collect fees from any STAT procedures that are not performed by the Contractor.
5. The Contractor shall provide chest x-rays to identified employees as mandated by the Agency's TB contract program.
  6. The Contractor shall provide storage, filing, reference, and retrieval system for all x-rays and reports taken for agency residents.
  7. The Contractor shall furnish quality assurance monitoring reports to the Director of Medical Services on a quarterly basis. Reporting will be on mutually agreed content and format, to be agreed upon by the Contractor and the Contract Administrator when the Contract begins.
  8. The Contractor shall furnish the Agency written medical documentation verifying that those staff having contact with Agency staff and residents are free of communicable diseases as specified by regulatory guidelines.
  9. The Contractor shall provide updated licenses/certificates of x-ray machines used at WRPB and of all staff providing services at WRPB including the radiologists.



10. The Contractor shall provide a list of hospitals/clinics where the radiologists are affiliated.
  
11. The Contractor shall be required to bill all services and treatments provided directly to the Walter P. Reuther Psychiatric Hospital Accounting Office by the 5th of the following month of services. The Contractor will not bill third party payers for any services provided to Walter P. Reuther Psychiatric Hospital patients.



Regulatory Guidelines

The Contractor shall abide by all policies, procedures, and regulatory guidelines affecting the Agency. As appropriate and relevant to the provision of care to Department of Mental Health clients, the Contractor shall be informed of those regulatory standards, policies and procedures, prior to service delivery in an orientation conducted by the Agency.

**II-E TASKS/AGENCY**

1. The Agency shall provide access to the x-ray room (#190).
2. The Agency shall provide staff necessary to assure patient availability at the x-ray room when x-ray is not done at bedside.
3. The Agency shall provide access to patient areas for procedures occurring under ASAP and STAT levels of services as appropriate.
4. The Agency shall provide in-service for policy, procedure and guidelines.
5. Agency shall specify type of service needed on requisition forms, i.e., routinely new admissions to have both AP and lateral views.

**II-F CONTRACT PAYMENT**

The specific payment schedule for this Contract will be mutually agreed upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 5th day of the following month. Billing should include case number, patient name, procedure code, description of service, and unit cost of x-ray.



**Appendix A – Contract Pricing**

**CONTRACTOR PRICING**

**PRICE LIST FOR X-RAY PROCEDURES**

NUMBER	NAME	ESTIMATED ANNUAL USAGE		NET FEE FOR PROCEDURE	=	EXTENDED AMOUNT
70100	Mandible	4	X	29.27	=	117.08
70150	Facial bones	4	X	43.66	=	174.64
70160	Nasal Bones	16	X	28.91	=	462.56
70260	Skull	24	X	52.12	=	1250.88
71010	Chest – One View	332	X	27.48	=	9123.36
71020	Chest – Two Views	196	X	35.58	=	6973.68
71100	Ribs, Unilateral	4	X	33.79	=	135.16
71110	Ribs, Bilateral	8	X	44.02	=	352.16
72040	Cervical Spine AP/Lateral	4	X	34.86	=	139.44
72070	Thoracic Spine	4	X	36.64	=	146.56
72100	Lumbosacral Spine	20	X	37.94	=	758.80
72170	Pelvis AP	2	X	28.91	=	57.82
72190	Pelvis, Complete, 3+ views	4	X	36.29	=	145.16
72200	Sacroiliac Joints	20	X	28.91	=	578.20
73000	Clavicle complete	4	X	28.56	=	114.24
73030	Shoulder complete	32	X	31.64	=	1012.48
73060	Humerus complete	4	X	31.28	=	125.12
73080	Elbow complete	8	X	31.28	=	250.24
73090	Forearm complete	4	X	28.56	=	114.24
73110	Wrist complete	4	X	29.27	=	117.08
73130	Hand complete	28	X	29.27	=	819.56
73510	Hip, Complete	32	X	34.01	=	1088.32
73520	Hip, Bilateral, 2 views of each, plus AP views	2	X	39.74	=	79.48
73550	Femur AP/Lateral	4	X	31.28	=	125.12
73562	Knee complete, 3 views	12	X	32.59	=	391.08
73590	Tibia/Fibula	4	X	28.91	=	115.64
73610	Ankle complete	12	X	29.27	=	351.24



73630	Foot	16	X	30.19	=	483.04
74000	Abdomen AP	4	X	29.27	=	117.08
74020	Abdomen, Multiple Views	4	X	37.72	=	150.88
70440	Orbit (70200) Minimum 4 views	4	X	44.74	=	178.96
70220	Paranasal Sinuses Complete	4	X	44.67	=	178.68
71700	Sternum (71120) Minimum 2 views	4	X	35.57	=	142.28
72550	Scapula (73010) Complete	4	X	28.91	=	115.64
72950	Fingers (73140) 2 Views	4	X	23.19	=	92.76
R0070	Transport Equipment (per round trip)	280	X	107.60	=	30128.00
W1	Employee Chest X-Ray	150	X	27.48	=	4122.00

Total One Year Extended Amount = **\$60828.60**

Total Sixty-five Month Extended Amount = **\$329,488.25**

Unit prices should be based on units specified. The estimated annual usages provided are only estimates. The State does not guarantee quantities to be purchased.

The Contractor has agreed to waive the set-up fees normally charged for the duration of this Contract.

Transportation is charged per trip (not per patient).

Doctor's interpretation and all other supplies and expenses are included in the fees shown above.