



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **071B9200002**

CONTRACTOR	Alere Toxicology Services, Inc.
	1111 Newton Street
	Gretna, LA 70053
	Leo Barbisan
	800-433-3823 ex68292
	leo.barbisan@alere.com
	*****6066

STATE	Program Manager	Maurice Hills	MDOC
		517-241-7062	
		hillsm1@Michigan.gov	
	Contract Administrator	Brandon Samuel	DTMB
		(517) 284-7025	
		samuelb@michigan.gov	

CONTRACT SUMMARY				
OFF-SITE REFERENCE LAB INITIAL SCREENING AND CONFIRMATION URINE DRUG TESTING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 27, 2008	October 26, 2011	2 - 1 Year	December 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	4 months	April 30, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$900,000.00	\$0.00	\$900,000.00		
DESCRIPTION				
Effective 12/31/16 this contract is extended 4 months. The revised expiration date is April 30, 2017. Additionally, the vendor contact phone number has been updated. All other terms, conditions, specifications and pricing remain the same. Per contractor, and agency agreement, DTMB-Procurement approval, and State Administrative Board approval on 4/19/2016.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 8
 to
 CONTRACT NO. 071B9200002
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Alere Toxicology Services, Inc. 1111 Newton Street Gretna LA, 70053	Leo Barbisan	leo.barbisan@alere.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	504-361-8989	*****6066

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DOC	Maurice Hills	517-241-7062	hillsm1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	517-284-7025	samuelB@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Off-Site Reference Lab Initial Screening And Confirmation Urine Drug Testing Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 27, 2008	October 26, 2011	2 - 1 Year	April 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		F.O.B.		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	8 Months	December 31, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 900,000.00		\$ 0.00	\$ 900,000.00	

DESCRIPTION:
 Effective April 19, 2016 this contract is hereby extended 8 months. The revised contract expiration date is December 31, 2016.

All other terms, conditions, specifications, and remain the same. Per agency request, contract agreement, DTMB Procurement approval, and State Administrative Board approval on April 19, 2016.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B9200002
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Alere Toxicology, Inc. 1111 Newton Street Gretna, LA 70053	Leo Barbisan	Leo.barbisan@alere.com
	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
	504-361-8989	6066

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOC	Maurice Hills	517-241-7062	Hillsm1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	517-284-7025	samuelb@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees and Probationers – Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 27, 2008	October 26, 2011	2, one year	April 1, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination Freight Allowed	See Appendices C, D and E	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	13 months	April 30, 2016
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$900,000.00		\$0.00	\$900,000.00	

DESCRIPTION:
 Effective April 1, 2015, this contract is hereby extended through April 30, 2016. With the exception of the Service items listed in the attachment, Alere agrees to maintain the current pricing and terms.

All other terms, conditions, specifications, and pricing remain the same. Per contractor (request/proposal) and agency (request) agreement, DTMB Procurement approval, and State Administrative Board approval on



Alere Toxicology Services
1111 Newton Street
Gretna, Louisiana 70053 USA
800-433-3823 Office
504-361-8989
504-361-8298 Fax

Fee Schedule

For Substance Abuse Testing Services

Date: 3-9-15

Presented to: Brandon Samuel, Buyer Specialist

Re: Michigan Department of Corrections. Contract Extension for Contract No. 071B9200002

Laboratory Services:

Cost Reduction – Attachment A, Price Proposal – Urine Testing

With the exception of the Service items listed below Alere agrees to maintain the current pricing and terms and wishes to extend the current contract through 4/30/2016. Alere would like to extend the cost savings listed below.

Testing for Items covered in Service D:

Oxycodone, PCP, MDMA-Ecstasy

Reduce from \$24.95 – New price \$18.73

LSD testing: \$24.95

Cost Reduction for items listed in Service E:

Meperidine - \$50.00 – New price \$24.95

Tramadol - \$50.00 – New price \$24.95

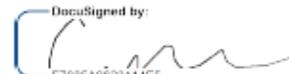
GHB - \$50.00 – New price \$24.95

Propoxyphene - \$18.75 – New price \$18.73

Name, Account Executive

Date

Agreed upon by:
Alere Toxicology Services

DocuSigned by:


3/9/2015

Cindy Horton, President
Alere Toxicology Services, Inc.

Date

www.aleretoxicology.com

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

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B9200002
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Alere Toxicology, Inc. 1111 Newton Street Gretna, LA 70053	Leo Barbisan	leo.barbisan@alere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(504) 361-8989	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOC	Maurice Hills	(517) 241-7062	hillsm1@michigan.gov
BUYER	DTMB	Angela Buren	(517) 284-7005	burena@michigan.gov

CONTRACT SUMMARY:			
Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees and Probationers – Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 27, 2008	October 26, 2011	2, one year	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination Freight Allowed	See Appendices C, D and E	Gretna, LA
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	six months; 1 day	April 1, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$900,000.00		

Effective September 25, this Contract is hereby extended through April 1, 2015.

All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on September 11, 2014.

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

June 26, 2014

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B9200002
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Alere Toxicology, Inc. 1111 Newton Street Gretna, LA 70053	Leo Barbisan	leo.barbisan@alere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(504) 361-8989	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOC	Maurice Hills	(517) 241-7062	hillsm1@michigan.gov
BUYER	DTMB	Angela Buren	(517) 284-7005	burena@michigan.gov

CONTRACT SUMMARY:			
Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees and Probationers – Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 27, 2008	October 26, 2011	2, one year	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination Freight Allowed	See Appendices C, D and E	Gretna, LA
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	September 30, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$398,061.82		

Effective 6/19/2014, a confirmation test for Suboxone is added to Attachment A, Section E of this Contract. All other terms, conditions, specifications and pricing remain the same. Per vendor request, agency agreement, and DTMB Procurement approval.

Revised Attachment A, Pricing Sheet

A. Urine Panel A	Price per test shall include: <ul style="list-style-type: none"> • Initial screening and confirmation testing for screened “positives”. • Adulteration testing • Shipping, supplies and materials, COC forms, etc. 	\$9.82 <hr/> Per Panel Test																								
B. Urine Panel B	Price per test shall include: <ul style="list-style-type: none"> • Initial screening and confirmation testing for screened “positives”. • Adulteration testing • Shipping, supplies and materials, COC forms, etc. 	\$9.62 <hr/> Per Panel Test																								
C. Urine Panel C	Price per test shall include: <ul style="list-style-type: none"> • Initial screening and confirmation testing for screened “positives”. • Adulteration testing • Shipping, supplies and materials, COC forms, etc. 	\$0.91 <hr/> Per Panel Test																								
D. Urine Special Requests for LSD, Oxycodone, PCP, MDMA-Ecstasy	Price per test shall include: <ul style="list-style-type: none"> • Initial screening and confirmation testing for screened “positives”. • Adulteration testing Shipping, supplies and materials, COC forms, etc. Pricing should reflect price per each substance tested for. Only one price applicable for each substance is solicited for.	\$24.95 <hr/> Per Test																								
E. Urine Confirmation Tests	Price per Confirmation test shall include <ul style="list-style-type: none"> ➢ Adulteration testing. ➢ Shipping, supplies and materials, COC forms, etc. Pricing should reflect price per each substance tested for. 	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">THC</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Cocaine</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Amphetamines</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Opiates</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Barbituarates</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Benzodiazepines</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Methadone</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Meperidine</td> <td>\$50.00</td> </tr> <tr> <td style="text-align: right;">Tramadol</td> <td>\$50.00</td> </tr> <tr> <td style="text-align: right;">GHB</td> <td>\$50.00</td> </tr> <tr> <td style="text-align: right;">Propoxyphene</td> <td>\$18.75</td> </tr> <tr> <td style="text-align: right;">Suboxone</td> <td>\$18.73</td> </tr> </table>	THC	\$18.73	Cocaine	\$18.73	Amphetamines	\$18.73	Opiates	\$18.73	Barbituarates	\$18.73	Benzodiazepines	\$18.73	Methadone	\$18.73	Meperidine	\$50.00	Tramadol	\$50.00	GHB	\$50.00	Propoxyphene	\$18.75	Suboxone	\$18.73
THC	\$18.73																									
Cocaine	\$18.73																									
Amphetamines	\$18.73																									
Opiates	\$18.73																									
Barbituarates	\$18.73																									
Benzodiazepines	\$18.73																									
Methadone	\$18.73																									
Meperidine	\$50.00																									
Tramadol	\$50.00																									
GHB	\$50.00																									
Propoxyphene	\$18.75																									
Suboxone	\$18.73																									

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

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B9200002
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Alere Toxicology, Inc. 1111 Newton Street Gretna, LA 70053	Leo Barbisan	leo.barbisan@alere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(504) 361-8989	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOC	Teresa McKendry	(517) 373-3923	mckendry1@michigan.gov
BUYER	DTMB	Angela Buren	(517) 373-0325	burena@michigan.gov

CONTRACT SUMMARY:			
Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees and Probationers – Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 27, 2008	October 26, 2011	2, 1 yr. options	April 27, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination Freight Allowed	See Appendices C, D and E	Gretna, LA
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5 months 3 days	Sept. 30, 2014
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$0.00			\$900,000.00	

Effective immediately, this Contract is extended an additional 5 months and 3 days months. New contract end date is Sept 30, 2014. All other terms, conditions, specifications and pricing remain unchanged. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Adboard dated 4/22/2014.

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

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B9200002
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Alere Toxicology, Inc. 1111 Newton Street Gretna, LA 70053	Leo Barbisan	leo.barbisan@alere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(504) 361-8989	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOC	Teresa McKendry	(517) 373-3923	mckendry1@michigan.gov
BUYER	DTMB	Angela Buren	(517) 373-0325	burena@michigan.gov

CONTRACT SUMMARY:			
Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees and Probationers – Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 27, 2008	October 26, 2011	2, 1 yr. options	October 26, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination Freight Allowed	See Appendices C, D and E	Gretna, LA
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6 Months	April 27, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$900,000.00		
Effective immediately, this Contract is extended an additional six months per Adboard dated 10/29/2013. All other terms, conditions, specifications and pricing remain unchanged.				

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

August 16, 2012

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B920002
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Alere Toxicology Inc. 1111 Newton Street Gretna, LA 70053	Leo Barbisan	Leo.barbisan@alere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(504) 361-8989	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOC	Maurice Hills	(517) 241-7062	hillsm1@michigan.gov
BUYER:	DTMB	Angela Buren	(517) 373-0325	burena@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees, and Probationers – Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
October 27, 2008	October 26, 2011	2, 1 Yr. Options	October 26, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination Freight Allowed	See Appendices C, D and E	Gretna, LA
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE: October 27, 2012	NEW EXPIRATION DATE: October 26, 2013
Effective immediately, this Contract is hereby EXTENDED to October 26, 2013.		
All other terms, conditions, specifications, and pricing remain the same.		
Per agency and vendor agreement and DTMB Procurement approval.		
VALUE/COST OF CHANGE NOTICE:	\$0.00	
ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:	\$900,000.00	

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

June 28, 2011

CHANGE NOTICE NO.1
TO
CONTRACT NO. 071B9200002
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Alere Toxicology Inc. 1111 Newton Street Gretna, LA 70053 Leo.barbisan@alere.com		TELEPHONE (504) 361-8989 Leo Barbisan
		BUYER/CA (517) 373-6327 Mary Ostrowski
Contract Compliance Inspector: Maurice Hills (517) 241-7062 Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees, and Probationers – Department of Corrections		
CONTRACT PERIOD: From: October 27, 2008 To: October 26, 2012		
TERMS Net 45	SHIPMENT See Appendices C, D and E	
F.O.B. Destination Freight Allowed	SHIPPED FROM Gretna, LA	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGES:

Effective immediately, this Contract is hereby EXTENDED one (1) year, from October 27, 2011 until October 26, 2012. The Buyer for this Contract is changed to Mary Ostrowski. Please also note that the vendor name and contact information for the vendor has been changed from Kroll Laboratory Specialists, Inc. to Alere Toxicology, contact Leo Barbisan (see above for change in address and contact information. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON(S):

Per Agency request and DTMB Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$900,000.00

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

August 8, 2008

**NOTICE
 TO
 CONTRACT NO. 071B9200002
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Kroll Laboratory Specialists Inc. 1111 Newton Street Gretna, LA 70053 <div style="text-align: right;">ddelagnes@kroll.com</div>	TELEPHONE (504) 361-8989 x411 Dominique Delagnes BUYER/CA (517) 373-8530 Rebecca Nevai
Contract Compliance Inspector: Maurice Hills (517) 241-7062 Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees, and Probationers – Department of Corrections	
CONTRACT PERIOD: From: October 27, 2008 To: October 26, 2011	
TERMS <div style="text-align: center;">Net 45</div>	SHIPMENT <div style="text-align: center;">See Appendices C, D and E</div>
F.O.B. <div style="text-align: center;">Destination Freight Allowed</div>	SHIPPED FROM <div style="text-align: center;">Gretna, LA</div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;">N/A</div>	

The terms and conditions of this Contract are those of RFP #071I8200152, this Contract Agreement and the vendor's quote dated 5/22/2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Current Authorized Spend Limit: \$900,000.00

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

**CONTRACT NO. 071B9200002
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Kroll Laboratory Specialists Inc. 1111 Newton Street Gretna, LA 70053 <div style="text-align: right;">ddelagnes@kroll.com</div>	TELEPHONE (504) 361-8989 x411 Dominique Delagnes BUYER/CA (517) 373-8530 Rebecca Nevai
Contract Compliance Inspector: Maurice Hills (517) 241-7062 Off-site Reference Lab Initial Screening and Confirmation Urine Drug Testing Services for Prisoners, Parolees, and Probationers – Department of Corrections	
CONTRACT PERIOD: From: October 27, 2008 To: October 26, 2011	
TERMS <div style="text-align: center;">Net 45</div>	SHIPMENT <div style="text-align: center;">See Appendices C, D and E</div>
F.O.B. <div style="text-align: center;">Destination Freight Allowed</div>	SHIPPED FROM <div style="text-align: center;">Gretna, LA</div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;">N/A</div>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of RFP #07118200152, this Contract Agreement and the vendor's quote dated 5/22/2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Current Authorized Spend Limit: \$900,000.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP #07118200152. Orders for delivery may be issued directly by the Department of Corrections through the issuance of a Purchase Order Form.

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

FOR THE CONTRACTOR: <hr/> <div style="text-align: center;">Kroll Laboratory Specialists Inc.</div> <hr/> <div style="text-align: center;">Firm Name</div> <hr/> <div style="text-align: center;">Authorized Agent Signature</div> <hr/> <div style="text-align: center;">Authorized Agent (Print or Type)</div> <hr/> <div style="text-align: center;">Date</div>	FOR THE STATE: <hr/> <div style="text-align: center;">Signature</div> <hr/> <div style="text-align: center;">Melissa Castro, CPPB, Buyer Manager</div> <hr/> <div style="text-align: center;">Name/Title</div> <hr/> <div style="text-align: center;">Services Division, Purchasing Operations</div> <hr/> <div style="text-align: center;">Division</div> <hr/> <div style="text-align: center;">Date</div>
--	--



**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

**Contract No. 071B920002
Off-site Reference Laboratory Initial Screening and Confirmation Urine Drug Testing Services
for Prisoners, Parolees, and Probationers**

**Buyer Name: Rebecca Nevai
Telephone Number: 517-373-8530
E-Mail Address: nevair@michigan.gov**



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APPENDICES

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- Appendix A – OMNI Specifications
- Appendix B – CMIS Specifications
- Appendix C – Parole and Probation Locations Map
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- Appendix E – Location Addresses

LIST OF VENDOR APPENDICES

- Appendix F - Conflict of Interest Form
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DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.093**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.



“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is a Contract for the Michigan Department of Corrections (MDOC). This Contract shall provide off-site laboratory screening and confirmation urine drug testing services for prisoners, parolees, and probationers, including the related collection materials.

1.012 Background

- A. The MDOC Substance Abuse Services Section (SASS) is located within the Office of Community Corrections and is responsible for all substance abuse testing and treatment programs for approximately 120,000 prisoners, parolees and probationers under its jurisdiction.
- B. The MDOC SASS tests prisoners, parolees, and probationers under its jurisdiction with on-site test kits procured under a separate contract, and are out of the scope of this Contract. In the instance of a positive result from an on-site test kit, MDOC staff or their designee may collect an additional sample may be collected, to be sent to an off-site laboratory for screening and confirmation services, which are in the scope of this Contract.
- C. State of Michigan personnel and/or their designees are responsible for the following tasks:
 - 1) Scheduling of drug testing.
 - 2) Collection of samples.
 - 3) Forwarding the sample to the reference laboratory.
 - 4) Authorizing Contractor access to the CMIS or OMNI system.
 - 5) Data push and pull.
- D. The Contractor may interact with residential treatment centers that deal with parolees in community.
- E. The Contractor may interact or have discussions with hearings officers during the MDOC prisoner misconduct or parole violation process.
- F. The Contractor may be required to visit correctional facilities, parole/probation office locations and community-based treatment provider locations to meet with MDOC staff, provide training, guidance and service. Contractor staff may have access to departmental databases and may be required to enter into correctional facilities or other State of Michigan buildings to meet with staff conduct trainings or provide services.
- G. Law Enforcement Information Network (LEIN) background checks may be conducted on all Contractor staff that provide direct services evaluation services, handle offender records, have access to or analyze departmental data in CMIS and OMNI, or otherwise supervise staff that perform these duties. A LEIN form shall be completed at the Contractor's location and be forwarded to the Contract Compliance Inspector (CCI) for each applicable Contractor staff member. A LEIN inquiry shall be completed for each name listed and indicate whether the staff member is approved or denied to perform services for MDOC. Staff will be approved if there is no evidence of a recent criminal history. Staff will be denied who have active warrants, are under criminal justice supervision, have been discharged from a felony sentence within the last five (5) years or are required to register as a sex offender. Felony offenders shall not be approved until they have been discharged from all sentences, including parole and probation supervision terms, for minimum period of five (5) years. After each staff member has been approved or denied, the Contract Compliance Inspector shall forward the decision to the Contractor. The Contractor is responsible for ensuring that all necessary authorizations/releases are obtained from their employees before releasing this information to MDOC and subsequent applicable Law Enforcement Agencies. In signing the LEIN form, the staff member agrees that any information obtained from the LEIN inquiry may be shared with any appropriate Law Enforcement Agency and with the Contractor.
- H. The State may decide to also perform a security background check on anyone at any time.
- I. The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.



1.020 Scope of Work and Deliverables

1.021 In Scope

- A. The Contractor must provide all supplies necessary for MDOC to collect and ship drug screen specimens, including overnight courier.
- B. Upon request, the Contractor may be asked to supply collection kits and return packaging materials directly to a residential treatment centers, so that a parolee may be drug tested at that site. The residential treatment center would return the collection kit directly to the Contractor's reference laboratory.
- C. The Contractor will return test results to MDOC via fax and also an electronic upload to MDOC's current data management system. The current MDOC data management system receives test results electronically in a tab delimited file using the State's Data Exchange Gateway (DEG) solution. The State then picks up the file from the DEG and imports the results into MDOC's CMIS application, or the upcoming OMNI solution.
- D. Note: The State requires the Contractor to develop an integrated data system to allow timely data entry of drug and alcohol test results within existing departmental databases – OMNI and CMIS – see Appendices A and B for system information.
- E. The Contractor is also required to provide arbitration or litigation support, including qualified expert witness court testimony of test results, if needed, at no additional cost.
- F. Per Section 2.111, on an annual basis, the SASS CCI and up to one other person may make an on-site visit to the Contractor's location for the purposes of reviewing progress and providing necessary guidance to the Contractor in resolving problems which may have arisen, and for an on-site inspection of the Contractor's operation and premises.
- G. The Contractor will develop, submit for MDOC approval, conduct and implement all necessary training for Contractor and MDOC staff, including training on new processes, such as OMNI, and general refresher training sessions. The Contractor may request permission for regional training sessions, but MDOC reserves the right to require individual facility training. The Contractor will maintain a customized training manual for MDOC.
- H. All Contractor staff working with the MDOC testing are required to fill out a Conflict of Interest Form in Appendix F, prior to having any access to MDOC specimens, data or test results. The Contractor will provide copies of some or all forms to MDOC upon request.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A. The Contractor shall make all necessary arrangements for the pick up and overnight transport of the urine sample from the MDOC test site to the lab.
 - 1. A collection device for urine samples being sent out for off-site laboratory screening, such as collection cup, and the outer container used to store the sample for shipping purposes. MDOC requires a wide mouth collection cup with a screw top lid.
 - 2. EZ ship airbills and prepaid return mailers with packaging for urine collection kits, including specimen baggies and absorbent pads. All shipping supplies shall meet all federal codes for the shipment of bodily fluids.
 - 3. Provide overnight courier. Shipping and handling costs, including any special fees or surcharges, are included in the testing prices and are not billed separately.
 - 4. Customized Chain of Custody Forms. Each specimen bottle will be sealed by the MDOC location with a peel off identification number from the Chain of Custody Form. To enhance performance of this form, the Contractor will preprint identifying information for each MDOC location.
 - 5. Each MDOC location will be provided with a local and toll-free phone number to call for specimen pick up.
 - 6. All of the Contractor's courier drivers will be bonded and carry picture identification.
 - 7. Specimens will be delivered to the Contractor by their courier and shall be signed into a secure accessioning room by a designated receiving technician who assumes responsibility for the custody of the specimens.
 - 8. Laboratory testing services to complete off-site drug screenings using urine.



- B. Pick-up shall be same day or next day after request. See Appendices C, D and E for maps and addresses of all prison, parole and probation office locations.
- C. Contractor shall be capable of performing initial screens **and** confirmatory tests for the drugs and/or metabolites on the same laboratory premises with no transport of specimens to another location. MDOC does not require that all panels be tested at the same laboratory location. The Contractor shall declare the location of the laboratory site(s) where these services shall be performed, and contact the Contract Compliance Inspector (CCI) listed in Section 2.022 well in advance of any changes.

Urine drug testing will be performed at:
1111 Newton Street
Gretna, LA 70053

- D. The Contractor shall ensure that it has any and all applicable licenses and certifications required by federal, state, and local jurisdictions to operate a laboratory for drug testing, and shall continue to comply with all applicable regulations. The Contractor will submit all current applicable licenses and certifications to the Contract Compliance Inspector (CCI) in Section 2.022, including any and all licenses required by federal, state and local jurisdictions to operate a toxicology laboratory for detection of the drugs in this Contract. Any sub-contractor laboratories, utilized now or in the future, must meet the same certification requirements as the Contractor. The Contractor will also provide sub-contractor license and certification copies to the CCI.
- E. The Contractor shall be capable of transmitting results of drug tests in the following way:
1. Via facsimile (FAX) to each drug testing location or its supervising area office. In some cases, facsimile results will need to go to two sites: both the collection site and the supervising offices.
 2. Via transfer of data sets or files to the Michigan Department of Corrections. Test results will be submitted electronically in a tab delimited file using the State's Data Exchange Gateway (DEG) solution. MDOC then picks up the file from the DEG and imports the results into CMIS.
 3. Currently, the State requires that results be transmitted to its mainframe computer. See Appendix B for a full description of CMIS Information system requirements.
 4. During the Contract life, it is anticipated that results will also be transmitted to local computers and a central computer file. See Appendix A for a full description of OMNI Information Technology system requirements. When MDOC is ready to have results reported to local computers and a central computer file, the Contractor will work with MDOC to report results as required into the OMNI system, at no additional charge.
 5. The Contractor is currently providing test results to MDOC via facsimile and computer download into the MDOC mainframe. In addition, the Contractor also offers other reporting methods described below at no additional charge, available upon MDOC request.
 - a) Computer Fax
 - b) KrollDataLink – Internet Reporting
- F. The Contractor will provide test results in established turn-around times (from date of specimen receipt to date of result reporting): **24 hours for negative results and 48 - 72 hours for positive results.**
- G. The Contractor will provide arbitration and litigation support at no additional cost, including but not limited to affidavits, litigation packets, or in-person testimony.
1. Ms. Pizzo, Dr. David Green, Lisa Tarnai, and Dr. Richard Crooks are the Contractor's court-certified expert witnesses who will testify on MDOC's behalf.
 2. The Contractor will be able provide affidavits, litigation packets or in person testimony on matters that may include, but are not limited to the following:
 - The validity and reliability of the test procedures
 - Test results interpretations (screening and GC/MS confirmation procedures)
 - Internal/External Chain of Custody Form documents and procedures
 - Confirmation documents for the donor in question
 - The meaning of analytical results
 - Issues and procedures related to equipment
 - Quality control procedures
 - Specimen storage (short and long-term)
 - Building and record security



- H. The Contractor shall have written policies describing how the laboratory tracks chain of custody, and where each specimen is located from the time it entered the lab until it is stored. The Contractor will provide these policies to MDOC upon request. These policies should include but are not limited to:
1. Collection, packaging and shipping procedures
 2. Chain of custody forms and assignment of unique specimen number
 3. Storage procedures
 4. Testing procedures, including accessioning, aliquoting, screening, confirmation, adulteration testing procedures
 5. Procedure to determine acceptability of specimens, and process for unacceptable specimens
 6. Determination of, recording and reporting of test results
 7. Security procedures, restricted access areas, and recording all employee access to specimens
 8. Specimen routing, storage and disposal
 9. See Appendix G for a diagram delineating the flow pattern of specimens from arrival to confirmation of test results, including processes of analysis confirmation and reporting the results.
- I. The Contractor will provide customized chain of custody forms specific to MDOC testing, using inmate number.
- J. The Contractor will have a documented policy regarding how records and actual testing data are stored, who has access to them, and how they are retrieved. The Contractor will provide these policies to MDOC upon request.
- K. Upon notification from the State that a sample is involved in litigation, the Contractor will keep that sample and related records indefinitely. All other records relating to specimen testing will be stored for five years. Specimens that screen non-negative shall be stored for one year and one day.
- L. The Contractor shall have written procedures for obtaining new aliquot for confirmatory testing. The procedures must describe how numbers are matched between original and new containers to avoid mixing up the specimens. The Contractor will provide these policies to MDOC upon request.
- M. The Contractor must be federally U.S. Department of Health and Human Services (HHS/SAMSHA) certified to conduct urine drug testing. Suspended or temporary licensures will not be accepted. **The Contractor must notify the CCI in writing immediately of any changes in licensure status.**
- N. The Contractor's
laboratory must continue participation in the Health and Human Services certification program, maintain HHS certification, maintain acceptable laboratory protocols, and participate in other certification and quality assurance programs acceptable to MDOC.
- O. The Contractor will maintain their own Quality Management System (QMS).
1. The QMS sets a framework for service delivery to maintain a consistently high level of service. All of the lab's procedures are documented, and all professionals are educated and trained. In addition, each new and existing procedure is audited on a regular basis that ensures compliance and facilitates continuous improvement.
 2. Included in the QMS is an internal Quality Control Program. As the Contractor's client service representatives and project managers learn of program deficiencies, they will track and record the issues. Each item is written on a Non-Conformance Form and is given to the respective department that had the problem. The department supervisor records the short and long term solution to ensure an immediate and long-term resolution. All of the non-conformances are tracked internally on a quarterly basis and are shared with senior management.
 3. To further ensure that specimens are properly handled and tested, the Contractor maintains a Quality Control and Assurance Program that encompasses all steps in the testing process, including:
 - specimen accessioning and handling
 - chain of custody
 - maintenance of equipment
 - personnel performance
 - specimen analysis
 - laboratory procedures
 - reporting of results



4. The Contractor's internal quality control program includes 10% of the daily testing volume is made up of quality control specimens, including blind specimens from regulatory agencies, clients, and Medical Review Officers. To make certain that they are fulfilling all requirements to perform substance abuse testing, the Contractor's facilities are inspected twice a year by SAMHSA, and once a year by CAP-FUDT. The Contractor participates in proficiency testing programs conducted by SAMHSA.

P. The Contractor's laboratory will analyze all urine specimens submitted for the presence of the drugs, when requested, listed in Panels A, B, C and Special requests. These tests for these drugs must include confirmation by a second, independent methodology prior to being reported as positive at the levels indicated below. Screening and confirmation methods and levels must remain as stated here. To make a revision, the Contractor must submit a written proposal to the CCI, and obtain written approval prior to making any change.

The Contractor's testing is a two-part process – screening and confirmation. Initial screening is performed through immunoassay, a technique for analyzing and measuring the concentration of drugs in urine. If the specimen initially tests positive, a confirmation test is performed before being reported by the laboratory. The presence of drugs is confirmed using Gas Chromatography/Mass Spectrometry (GC/MS). GC/MS can identify compounds by their retention times and molecular structure, and courts and scientists recognize it to verify a positive test result.

Urine Panel A (used by Prisons and Camps) Ordered routinely by these locations.

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
Alcohol • Ethanol • Glucose	Immunoassay	20 mg/dL 100 mg/dL	GC/MS	20 mg/dL
Cannabinoids • THC Metabolite	Immunoassay	50 ng/ml	GC/MS	15 ng/ml
Cocaine • Benzoyllecgonine	Immunoassay	300 ng/ml	GC/MS	150 ng/ml
Opiates • Codeine • Hydromorphone • Morphine • Hydrocodone	Immunoassay	300 ng/ml	GC/MS	300 ng/ml
Methadone	Immunoassay	300 ng/ml	GC/MS	300 ng/ml
Methamphetamine	Immunoassay	300 ng/ml	GC/MS	300 ng/ml

ng/ml =nanograms/milliliter GC/MS=Gas Chromatography/Mass Spectrometry

Urine Panel B (used by Parole and Probation) Ordered routinely by these locations

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
Cannabinoids • THC Metabolite	Immunoassay	50 ng/ml	GC/MS	15 ng/ml
Cocaine • Benzoyllecgonine	Immunoassay	300 ng/ml	GC/MS	150 ng/ml
Opiates • Codeine • Hydromorphone • Morphine • Hydrocodone	Immunoassay	300 ng/ml	GC/MS	300 ng/ml
Methadone	Immunoassay	300 ng/ml	GC/MS	300 ng/ml


Urine Panel C (Optional for use by Prisons, Parole and Probation) Ordered based on suspicion

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
Amphetamines <ul style="list-style-type: none"> • Amphetamine • Methamphetamine 	Immunoassay	300 ng/ml	GC/MS	300 ng/ml
Barbiturates <ul style="list-style-type: none"> • Amobarbital • Butalbital • Pentobarbital • Phenobarbital • Secobarbital 	Immunoassay	200 ng/ml 500 ng/ml	GC/MS	200 ng/ml 200 ng/ml 200 ng/ml 500 ng/ml 200 ng/ml
Benzodiazepines <ul style="list-style-type: none"> • Triazolam (Halcion®) • Hydroxyethylflurazepam (Dalmane®) • Oxazepam (Valium®, Librium®, Tranxene®) • Temazepam® • Alprazolam Metabolite (Xanax®) 	Immunoassay	200 ng/ml	GC/MS	200 ng/ml
Propoxyphene	Immunoassay	300 ng/ml	GC/MS	300 ng/ml

Urine Special Request Tests (Optional use by all locations) Ordered based suspicion.

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
MDMA-Ecstasy	Immunoassay	500 ng/ml	GC/MS	500 ng/ml
LSD	Immunoassay	500 ng/ml	GC/MS	500 ng/ml
Oxycodone	Immunoassay	1000 ng/ml	GC/MS	500 ng/ml
PCP	Immunoassay	25 ng/ml	GC/MS	25 ng/ml

- Q. The Contractor shall have written procedures for quality control and calibration of test instruments, encompassing all steps in the testing process. These procedures shall be made available to MDOC upon request.
- R. The Contractor will use hydrolysis during the GC/MS process for some drugs. During the extraction process, before a specimen is analyzed, the specimen goes through hydrolysis to extract the drug when performing confirmation testing for THC, Barbiturates, and Benzodiazepines.
- S. The Contractor will maintain a written policy regarding what adulteration tests are available, how adulteration testing will be performed, and whether such tests will be conducted on all specimens or on a representative or if only requested. The Contractor shall obtain written pre-approval from the CCI prior to changing the process from the following: Additional testing may be performed if adulteration is indicated by observation of unusual odors, characteristics, color or by the MRO or MDOC location request. The Contractor prohibits the reuse of labware that comes into contact with SVT aliquots/extracts.
1. **Creatinine** – Creatinine testing is performed on all “Bottle A” samples. Additionally, specific gravity testing is performed whenever the creatinine is less than 20 mg/dL. The sample is also evaluated for color and odor.
 2. **Specific Gravity** – Specific gravity testing may be performed using either a three-digit (3-D) refractometer or a four-digit (4-D) instrument. If the creatinine value is less than 20 mg/dL but greater than or equal to 5 mg/dL, specific gravity may be tested using the 3-D instrument. Samples with creatinine values < 5.0 mg/dL or that have 3-D specific gravity results less than 1.002 must be tested for specific gravity with the 4-D instrument. Any sample meeting the criteria for substituted or invalid based on the creatinine /specific gravity results must be realiquoted and retested.
 3. **Nitrites** – Every sample is tested for nitrites. Any sample that meets the criteria for invalid must be realiquoted and retested.



4. **pH** – Every sample is tested for pH using a colorimetric assay. Any sample that is <4.5 or ≥ 9.0 will be tested for pH by pH meter. Further, any sample that is <4.5 or ≥ 9.0 by pH meter must be realiquoted and retested by pH meter. A pH meter test must be performed on any sample that meets the criteria of substituted.

1.030 Roles and Responsibilities

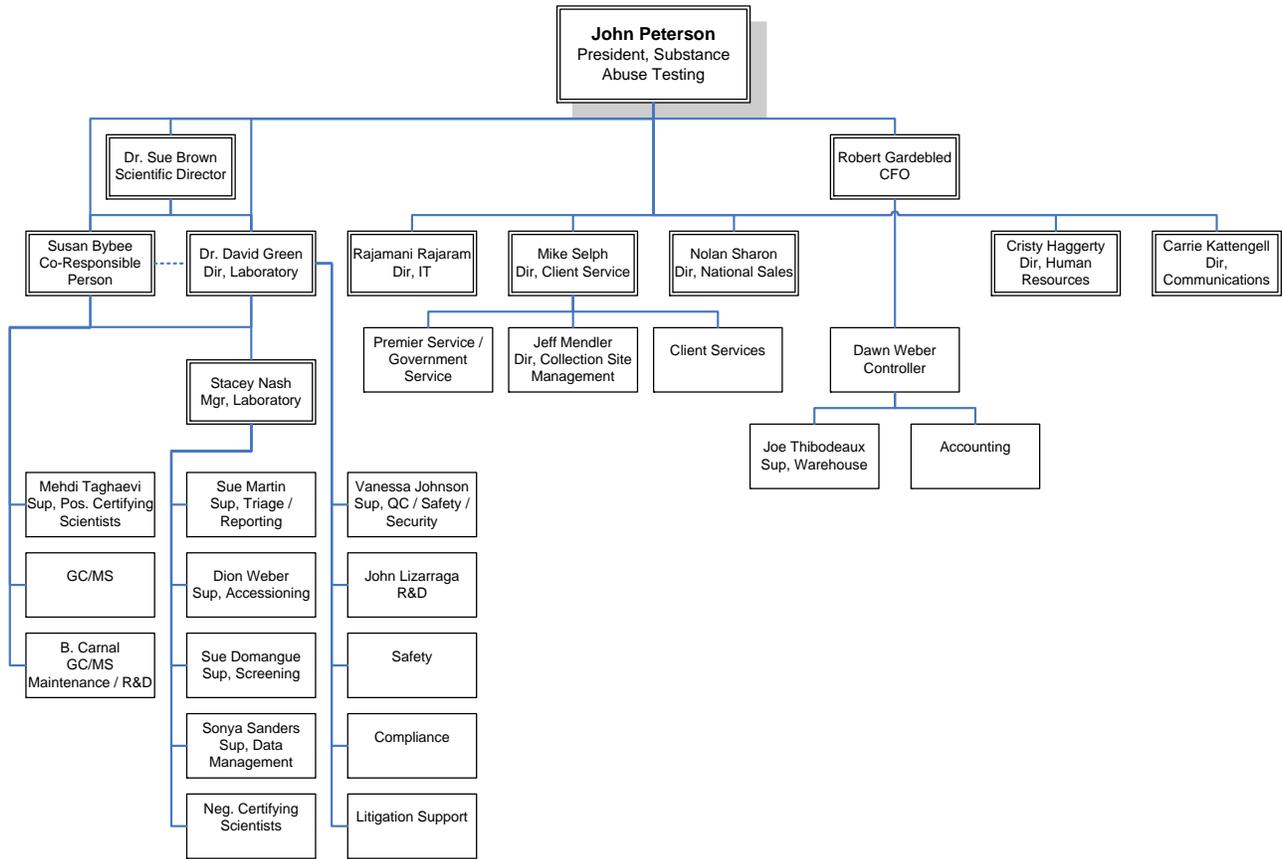
1.031 Contractor Staff, Roles, and Responsibilities

- A. The Contractor must be federally U.S. Department of Health and Human Services (HHS/SAMSHA) certified to conduct urine drug testing. Suspended or temporary licensures will not be accepted. **The Contractor must notify the CCI in writing immediately of any changes in licensure status.**
- B. The Contractor's laboratory must continue participation in the Health and Human Services certification program, maintain HHS certification, and participate in other certification and quality assurance programs acceptable to the DOC.
- C. The Contractor shall specify a project specific organizational chart, including Key Personnel and any proposed sub-contractors.
 1. Key Personnel including the following:

Dr. Sue Brown functions as Scientific Director for both of Kroll's SAMHSA-certified laboratories and Co-Responsible Person for the Richmond location. Under the direction of Dr. Brown, two individuals manage the daily production of the Gretna laboratory. Dr. David Green is the Laboratory Director and Co-Responsible Person, along with Susan Bybee, who serves as Manager of Non-negative Production and Co-Responsible Person. As part of the Kroll's senior management team, Ms. Bybee manages the Gas Chromatography / Mass Spectrometry and Positive Certifying Scientist departments and functions as a Co-Responsible Person for the Gretna laboratory.



2. Project Specific organizational chart, including Key Personnel:





1.040 Project Plan

1.041 Project Plan Management

- A. Within two weeks of the contract award, the Contractor shall conduct a kick off meeting with MDOC.
- B. Upon MDOC request, the Contractor will develop Training Plans for the start up and implementation of the contract, new processes such as OMNI, as well as refresher training modules. Regional training sessions may be possible, but MDOC reserves the right to require individual facility training sessions.
- C. Contractor's Implementation Plan

Key Personnel	Title	Responsibility
John Peterson	President, KLS	Project Manager
Robert Gardebled	Chief Financial Officer	Ensure billing is properly addressed; follow-up on invoicing issues
Mike Selph	Director of Client Services	Back-up project manager; assist with the County's program and oversee customer support.
Leo Barbisan	Director of Special Services	Oversee warehousing, supply distribution, and shipment
Carrie Kattengell	Director of Communications	Manage account set-up process; provide communication support via memos and training documentation
Sarah Haworth	Account Set-up Coordinator	Establish accounts within Kroll's database
Nolan Sharon	National Sales Manager	Establish accounts within Kroll's database; provide ongoing client support
Leah Rich	Account Manager	Establish accounts within Kroll's database; provide ongoing client support

Task	Responsible Party	Completion Date
Introduction	Dominique Delagnes will meet with the MDOC representatives to introduce Kroll's services and determine and understand program requirements and needs	By September 2, 2008
Information Gathering	MDOC will need to provide Kroll with contact information to establish accounts in Kroll's database. MDOC will need to provide a list of all locations that will need to receive invoices, receive test results, and testing supplies.	By September 9, 2008
Data Entry of Account Information	Kroll representatives will enter the contact information into its database.	By September 15, 2008
Supply ordering	Kroll representatives will place an initial supply order for all locations.	By September 22, 2008
Supply shipment	Kroll representatives will fulfill and ship all initial supply orders for receipt by August 1, 2008.	By September 25, 2008
Ready for initial specimen receipt	Kroll will be prepared to begin testing.	By October 1, 2008



- D. The Contractor's high level implementation plan for OMNI includes the following:
- Create file structure based upon requirements from the State of Michigan
 - Send a sample data file to the State of Michigan for approval
 - Test the connectivity between Kroll and the State of Michigan for the new file transfer
 - Send a sample data file via the new reporting method
 - Have the State of Michigan import the new sample data file to ensure compatibility
 - Troubleshoot and modify if necessary
 - Start sending test results in the new file format, in addition to other reporting methods
- The Contractor's OMNI implementation is estimated to take about two to four weeks to complete.
- E. The Contractor will maintain and update a customized MDOC training manual as needed. The Training Manual should include but is not limited to the following:
1. Collection Kits, shipping supplies and Chain of Custody Forms
 2. Order processes
 3. Requesting results of tests
 4. Procedure to ensure that results are successfully submitted electronically to the MDOC computer systems
 5. An Issue Management Plan that includes a standard issue management process for managing the project. The plan should identify the issue management process to be utilized for this project, including responsible parties, phone numbers, email addresses if relevant, and processes.
 6. A detailed, escalating disciplinary process for employee errors, up to and including removal from the State's account.
 7. A Conflict of Interest discovery process, including having employees completing work related to this Contract sign a statement on an annual basis that they do not have a close friend or relatives in the Michigan prisoner, parolee or probation population. Employees with a conflict should be removed from completing work on the State's account.
 8. Security of data, disaster recovery and back up procedures.
 9. Security of test samples
- E. The Contractor shall maintain written policies regarding security, back ups and disaster recovery, available to the State upon request. The written policies should include, but are not limited to:
1. Back up processes
 2. Disaster recovery
 3. Media storage and retention
 4. Database redundancy/failover setup
 5. Network security
 6. Database security
 7. Server security
 8. Internet security
 9. Password policies

1.042 Reports

- A. Individual Test Reports
1. Fax results to facility
 2. Forward results electronically into State system.
- B. Required Reports
1. Monthly Progress/Activity Report
 - a) To be submitted by the fifteenth of the following month
 - b) Submitted electronically to the CCI.
 - c) Include the following:
 - i. Pending work to be accomplished during the subsequent month.
 - ii. Problems, real or anticipated, which should be brought to the attention of MDOC.
 - iii. Notification of any significant deviation from previously agreed-upon work plans.
 - iv. Billing information, by individual account, area, region and statewide total.
 - v. Summaries of specimens received and reported, by site, area and region.
 - vi. Number of specimens returned within required time parameters.
 - vii. Breakdown of positive test results by drug type and source of specimens, (prisoner, parolee or probationer).

**2. Annual Summary**

- a) To be submitted thirty days after the close of the State's fiscal year (September 30th)
- b) Submitted electronically to the CCI
- c) Include the following:
 - i. Annual summation of all data provided in the Monthly Activity Reports, including all significant program activities and any issues encountered during the year and their resolution.
 - ii. Deviations encountered during the year and explanations

C. Additional Reports

Upon request, DMB or the CCI may request additional statistical reports regarding overall contract summary data. Contractor shall provide data such as, positives by type and facility, number of tests by facility,

D. Reports shall be provided at no cost to the State.

1.050 Acceptance**1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

- A. For every three (3) or five (5) panel test, for every sample, either Panel A and / or B, MDOC will:
 1. Verify the Contractor completed the correct panel
 2. Verify that there are no errors in the Contractor's fax or electronic version of the test results
 3. Verify that the number of tests submitted match the number of faxed test results, and invoice
- B. Invoices will be short paid for test results that have not arrived, or for test results under correction at the time of payment.
- C. The State will notify the Contractor of any errors within five (5) business days. The Contractor will have three (3) business days to make the necessary revisions.

1.052 Final Acceptance – Deleted – Not Applicable**1.060 Proposal Pricing****1.061 Proposal Pricing**

- A. For authorized Services and Price List, see Attachment A.
- B. Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.
- C. Contractor shall require no minimum order. Contractor agrees that the State is not obligated to purchase this service in any amount and that payment will be issued only for items ordered from individual State departments or agencies.
- D. All MDOC testing locations are required to follow MDOC policies and procedures regarding when confirmation only testing is requested. The Contractor may contact the CCI if they believe that a test was not submitted as confirmation only but should have been. The CCI will review the CMIS or OMNI system to determine if a corresponding recent on-site test was conducted, and if it is determined that the test should have been submitted as a confirmation only request, the CCI will give the Contractor approval to invoice the test at the higher confirmation only price. The CCI will then subsequently bill back the confirmation only price to the testing location.

**1.062 Price Term**

Prices quoted are the maximum for the base contract period stated in Section 2.001.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback – Deleted – Not Applicable**1.070 Additional Requirements****1.071 Additional Terms and Conditions specific to this RFP – Deleted – Not Applicable**



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three (3) years beginning October 27, 2008 through October 26, 2011. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 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 the Contract.

**2.008 Form, Function & Utility**

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

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

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Department of Corrections (DOC) (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Rebecca Nevai
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email nevair@michigan.gov
Phone 517-373-8530
Fax 517-335-0046

2.022 Contract Compliance Inspector (CCI)

After DMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with the Department of Corrections, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:



Maurice D. Hills
Department of Corrections
Office of Substance Abuse Services
Grandview Plaza Building
PO Box 30003
Lansing, MI 48909
Email: hillsmd@michigan.gov
Phone: 517-241-7062

2.023 Project Manager – Deleted – Not Applicable

2.024 Change Requests

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. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the 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 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.

State:

State of Michigan
Purchasing Operations
Attention: Rebecca Nevai
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

**with a copy to:**

State of Michigan
Department of Corrections
Substance Abuse Services Section
Attn: Maurice D. Hills
Grandview Plaza Building
PO Box 30003
Lansing, MI 48909

Contractor:

Kroll Laboratory
Dominique Delagnes
1111 Newton Street
Gretna, LA 70053
Fax: 504-361-1530
Email: ddelagnes@kroll.com
Phone 504-361-8989 Ext. 411
Cell 817-913-5094

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.



2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall 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 activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations..

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.



2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

(a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.



(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors 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. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

**2.072 State Consent to Delegation**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities**2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted – Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.



Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

**2.115 Errors**

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties**2.121 Warranties and Representations**

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.



(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by or infringement or the like.

2.125 Equipment Warranty – Deleted – Not Applicable

2.126 Equipment to be New – Deleted – Not Applicable

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must 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 the 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 under this Contract.

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

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$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

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 certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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 certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease



- 5. Employee Fidelity, including Computer Crimes – Deleted – Not Applicable
- 6. Umbrella or Excess Liability Insurance – Deleted – Not Applicable
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance – Deleted – Not Applicable

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

**2.143 Employee Indemnification**

In any 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 must 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 provisions, 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 provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.



(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches 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.

2.152 Termination for Cause

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

**2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must 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 Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.135 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. 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 the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.



(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 365 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

**2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work**2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring 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 must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar 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 Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.



2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.



2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under 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, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.



2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
- (2) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.



2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.211(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)

(a) SLAs will be completed with the following operational considerations:

(i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.

(ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.

(iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.

(iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:

1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.

(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 Liquidated Damages

It is acknowledged that an Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.120**, the State may assess liquidated damages against Contractor as specified below.



For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the 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.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business 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/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and 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.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises, Freight Allowed." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.



(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.



(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

**2.258 Final Acceptance**

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership**2.261 Ownership of Work Product by State**

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards**2.271 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

**2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing**2.281 MIDEAL**

Public Act 431 of 1984 permits DMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: www.michigan.gov/buymichiganfirst. Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices will be submitted to and pay the local unit of government on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.282 State Employee Purchases – Deleted – Not Applicable**2.290 Environmental Provision****2.291 Environmental Provision**

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.



(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.212** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



Attachment A, Price Proposal – Urine Testing

Price Item Listing for Urine Reference Lab Services

Pricing includes transfer of specimens to the lab, (providing Michigan locations with pre-paid shipping and air-bills, packages/envelops, labels and pick-up or process for shipping/mailling specimens to the lab).

Pricing includes providing Michigan locations with customized Chain of Custody Forms.

Pricing includes result reporting, litigation support, and expert witness services.

Pricing includes confirmation of a **Drug Class**. For methamphetamine requests the lab will confirm for all the substances/metabolites within that drug class, including amphetamines, and bill one price.

Service	Description	Bid																						
A. Urine Panel A	Price per test shall include: <ul style="list-style-type: none"> Initial screening and confirmation testing for screened “positives”. Adulteration testing Shipping, supplies and materials, COC forms, etc. 	\$9.82 Per Panel Test																						
B. Urine Panel B	Price per test shall include: <ul style="list-style-type: none"> Initial screening and confirmation testing for screened “positives”. Adulteration testing Shipping, supplies and materials, COC forms, etc. 	\$9.62 Per Panel Test																						
C. Urine Panel C	Price per test shall include: <ul style="list-style-type: none"> Initial screening and confirmation testing for screened “positives”. Adulteration testing Shipping, supplies and materials, COC forms, etc. 	\$0.91 Per Panel Test																						
D. Urine Special Requests for LSD, Oxycodone, PCP, MDMA-Ecstasy	Price per test shall include: <ul style="list-style-type: none"> Initial screening and confirmation testing for screened “positives”. Adulteration testing Shipping, supplies and materials, COC forms, etc. Pricing should reflect price per each substance tested for. Only one price applicable for each substance is solicited for.	\$24.95 Per Test																						
E. Urine Confirmation Tests	Price per Confirmation test shall include <ul style="list-style-type: none"> ➤ Adulteration testing. ➤ Shipping, supplies and materials, COC forms, etc. Pricing should reflect price per each substance tested for. 	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">THC</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Cocaine</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Amphetamines</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Opiates</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Barbituarates</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Benzodiazepines</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Methadone</td> <td>\$18.73</td> </tr> <tr> <td style="text-align: right;">Meperidine</td> <td>\$50.00</td> </tr> <tr> <td style="text-align: right;">Tramadol</td> <td>\$50.00</td> </tr> <tr> <td style="text-align: right;">GHB</td> <td>\$50.00</td> </tr> <tr> <td style="text-align: right;">Propoxyphene</td> <td>\$18.75</td> </tr> </table>	THC	\$18.73	Cocaine	\$18.73	Amphetamines	\$18.73	Opiates	\$18.73	Barbituarates	\$18.73	Benzodiazepines	\$18.73	Methadone	\$18.73	Meperidine	\$50.00	Tramadol	\$50.00	GHB	\$50.00	Propoxyphene	\$18.75
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Tramadol	\$50.00																							
GHB	\$50.00																							
Propoxyphene	\$18.75																							



Article 1, Attachment B – Service Level Agreements

The Contractor shall report on and track the following measures/standards in order to measure compliance with performance. Contractor based performance audits may be verified through external audit activity. The Contractor must agree to allow third party audits to measure performance standards.

SLAs / performance guarantees will be evaluated by the State's Contract Compliance Inspector and Contractor's Account Manager. The State's Contract Compliance Inspector's decision will be final.

Performance Category	Performance Criteria	Standard of Performance	Penalty for Non-compliance
Sample Processing	Within 72 hours of receipt.	95% - based on monthly report from vendor	\$100 per each failure to meet deadline
Notification of test result faxed to field office or prison facility	Within 24 hours of test result	95% - tracked by each facility – assessed once per month	\$100 per each failure to meet deadline
Accurate transfer of test results from contractor to CMIS/OMNI	Within 48 hours of test result	95% - measured monthly by comparing vendor report with OMNI report	\$1000 per each failure to meet deadline
Quarterly Reports	Submitted to the State for initial review within 4 weeks and must be corrected within 2 weeks after the State provides correction request to contractor	95%	\$100 per each failure to meet deadline
Yearly Reports	Within 6 weeks close of State's Fiscal Year	100%	\$100 per each failure to meet deadline (all reports)
Custody and Council Form Delivery	Within 15 business days of a written request	95% - evaluated once per quarter	\$150 per each, \$750 annual maximum penalty (all locations)
Reporting Accuracy	Accurate coding or data entry of information obtained from the Chain of Custody form into the Contractor's data system	95% - evaluated monthly	\$100 per each failure to meet deadline
Problem Resolution	Within 1 month (initial investigative data available within 1 week and weekly progress reports until resolution)	95% - evaluated monthly	\$375 per each, \$1500 annual maximum penalty

APPENDIX A

OMNI (Offender Management Information Network) Information System Requirements

Overview

The mandate of Michigan Department of Corrections is to provide for the administration of individuals having contact with the department. This includes the tracking and recording of details required for institutional report preparation and community supervision. In addition, the department must carry out ever increasing statistical reporting functions for many State and Federal agencies. OMNI is designed to help accomplish this mandate.

The Michigan Department of Corrections operates a client server computer system in all of its field offices. Each field office, comprising a local area network (LAN), is connected to a statewide area network (WAN). This architecture provides the Department with the opportunity to document offender data in a statewide central database that is accessed through the Offender Management Network Information (OMNI) application.

Currently the OMNI system has been rolled out in each of our parole and probation and prison locations statewide. Plans are to eventually phase out CMIS (Corrections Management Information System), currently data system for our prison system, sometime within the next 2 years and replace with OMNI.

As of today, field agents within each office have been provided a desktop workstation from which to update and inquire on offender data. All essential case management activities are completed in the OMNI application from the agent's desktop. In addition to documenting case supervision activity in OMNI, non-agent staffs enter supporting offender data in the system as well. All data entered through OMNI at the desktop travels across the state's network and is stored on a central computer in Lansing.

OMNI Connection to CMIS

CMIS updates OMNI every business day evening. Therefore, any information, including drug test records, entered in CMIS will not show up in OMNI until the next day. CMIS only records data on parolees and prisoners but not probationers.

OMNI contains records, including drug test records, for all offender populations, (parolees, probationers and prisoners).

OMNI is not able to update CMIS. Therefore, test records entered in OMNI will not show up in CMIS.

System Requirements for Bidders

For bidders proposing services for both Reference Lab and Instrumented Drug Test Devices (IDTD).

OMNI operates within a Data Exchange Gateway (DEG). The highest level is like a FTP server hosted on a Tandem System. Some of its features are a store and forward mailbox similar to what the Department uses with the import of drug test results currently done within our CMIS (Corrections Management Information System). The FTP file, which contains certain drug test result information, is sent to a mailbox on the DEG and auto delivered daily to the Unisys mainframe.

APPENDIX A
OMNI (Offender Management Information Network)
Information System Requirements

There are a variety of services that the DEG provide such as FTP, SSL, FTP and web page access (https:). Arrangements will have to be made to accommodate business partners on an individual basis to accommodate Departmental needs within State Standards.

Bidders are to provide a draft script in their data (software) environment for review. Awardees will be required to work with staff from the Michigan Department of Information Technology to further refine, test and implement this file format. File formats will be required at all locations which contain Instrumented Test Devices and it is expected that files will be “pushed” onto the Unix mailbox daily to allow timely data entry.

OMNI Drug Test Fields

Each offender profile contains the following 4 drug test (tab) fields within their profile record. Offender (parolee/prisoner/probationer) profiles contain a wide range of information, of which, drug test data is a small part. Currently all instant drug test results for parole/probation and prison locations are manually entered into OMNI (parolees/probationers) or CMIS (prisoners). All instant test results entered into CMIS are transferred into OMNI. All reference laboratory test results (instant test results sent for confirmation results) are downloaded into CMIS and eventually transferred into OMNI.

OMNI contains the following 4 tabs

- Substance Abuse Test
- Prescription Drug
- Test Result
- Drugs Tested

Substance Abuse Test Tab:

Data Field	Comments	Bidder Response (Script needed)
Specimen Date	Date of test	Yes
Specimen Location	Location of test –Default to location of entry	No
Sample Type	Type of sample	Yes, will use On-Site Urine Test
Patch Wear/Completion/Removal	For sweatpatch only	No
Testing Lab	Name of lab used	Yes-Awarded vendor will have their lab name entered in this field
Lab Sample Referral Code	Barcode	Yes. ¹
Reason Tested	Reason for conducting test. Field contains 9 subcategories.	Yes.

¹ For IDTDs positive samples may be forwarded onto independent reference laboratory for confirmation testing using the original Chain of Custody procedures established by vendor, which includes, COC form, barcode. This same barcode will be used to track, establish and maintain the COC process throughout the entire testing process.

APPENDIX A OMNI (Offender Management Information Network) Information System Requirements

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APPENDIX A OMNI (Offender Management Information Network) Information System Requirements

Drug Test Tab:

Field records entries for substances tested for, result and levels detected at.

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APPENDIX A OMNI (Offender Management Information Network) Information System Requirements

Test Result Tab:

Tab records supervisor responses to offender positives. Tab also records overall result and reason for voided tests.

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APPENDIX B

CMIS (Centralized Management Information System) Requirements

CMIS System Overview

The mandate of Michigan Department of Corrections is to provide for the administration of individuals having contact with the department. This includes the tracking and recording of details required for institutional report preparation and community supervision. In addition, the department must carry out ever increasing statistical reporting functions for many State and Federal agencies. CMIS is designed to help accomplish this mandate.

CMIS is the global name for a multi-module application consisting of over 70 data entry screens, 16 on-line programs, 130 reporting programs, and over 200 workflows. CMIS shares information across all administrative boundaries of the Department and each module addresses specific business needs within the Department. It currently has over 5000 users who produce between 10,000 and 15,000 update transactions per day. It runs 22 hours per day, 7 days a week.

OMNI System Overview

The Michigan Department of Corrections operates a client server computer system in all of its field offices. Each field office, comprising a local area network (LAN), is connected to a statewide area network (WAN). This architecture provides the Department with the opportunity to document offender data in a statewide central database that is accessed through the Offender Management Network Information (OMNI) application.

Currently the OMNI system has been rolled out in each of our parole and probation locations but not yet available in our prison system. Plans are to eventually phase out CMIS (Corrections Management Information System), currently data system for our prison system, sometime within the next 2 years and replace with OMNI.

As of today, field agents within each office have been provided a desktop workstation from which to update and inquire on offender data. All essential case management activities are completed in the OMNI application from the agent's desktop. In addition to documenting case supervision activity in OMNI, non-agent staffs enter supporting offender data in the system as well. All data entered through OMNI at the desktop travels across the state's network and is stored on a central computer in Lansing.

CMIS Connection to OMNI

CMIS is able to update OMNI by download every morning. Information that is entered in CMIS on Friday will not download to OMNI until Monday morning. Therefore, any information including drug test records entered in CMIS will not show up in OMNI until the next download. CMIS only records data on parolees and prisoners but not probationers.

OMNI contains records, including drug test records, for all offender populations, (parolees, probationers and prisoners).

OMNI is not able to update CMIS. Therefore, test records entered in OMNI will not show up in CMIS.

APPENDIX B CMIS (Centralized Management Information System) Requirements

CMIS Drug Screening Modules/Processes

CMIS keeps track of offender drug test results. Samples are taken from offenders and are currently sent to a contracted reference lab vendor for analysis and reporting. The vendor delivers a test result file to the Data Exchange Gateway in ASCII (text) format. Each file contains several hundred test results. The Data Exchange gateway auto delivers the file to the Unisys mainframe for daily batch processing. The daily batch process will update the data base and generate several reports, which are then made available state-wide on CMIS and individualized printing is optional at our prison and parole locations. Approximately, 200,000 test results are added to CMIS every year.

Drug Entry Screen -CMIS

PURPOSE

- MDOC prison staff manually enter all instant drug test results on the DES Screen and manually correct reference lab result errors due to downloading or vendor coding errors following the procedures below. Once entered these results are now available to be seen on the CMIS LSD Screen.

APPENDIX B
CMIS (Centralized Management Information System) Requirements

ENTRY OPERATIONS –Procedures for Manually Entering in Results

ACTIONS: E – ENTRY (Go to Step 1)

ENTERING THE DES

1 - ENTRY

Enter an **E** in the Action field in the upper left hand corner of the screen.

2 - INSTITUTION/LOC – 3 Alpha

Enter the 3 digit institution code of where the sample was taken. This is a required field.

3 - RESULTS DATE – 6 Numeric

Enter the Date the test Results were reported by the reference lab. For an Instant test this date and the Specimen date will be the same. The Results Date cannot be greater than the current date and cannot be all zeros. This is a required field.

4 - ACCESSION OR BARCODE NUMBER – 10 Numeric

Enter the 10 digit barcode number. This is a required field **except** where the drug test type is an Instant test. Barcodes are taken from Reference Laboratory Chain of Custody forms. Instant test results (using Point of Collection Devices) are entered without barcode numbers.

5 - PRISONER NUMBER – 6 Numeric

Enter the 6 digit prisoner number. If the prisoner has a 5 digit number, enter a zero in the first space of the field. Each MDOC offender is assigned a unique 6 digit number at intake.

6 - PRISONER NAME – 4 Alpha

Enter the first 4 Alpha characters of the prisoner's Last Name. The name entered must match the name used on CMIS exactly. This is a required field. CMIS recognizes the first four letters of the offender's last name and matches this up with the unique 6 digit number. **Test results from reference labs which have incorrect names or numbers will be rejected by CMIS. This is the most common error.**

EXAMPLES: MC DANIEL – MC D
 MCDANIEL – MCDA
 NU - NU

APPENDIX B
CMIS (Centralized Management Information System) Requirements

7 - SUB-GROUP – 1 Numeric

Enter the Sub-Group marked on the appropriate source document. This is a required field.

NOTE: If a Sub-Group code of 6 is used it will come back as a discrepancy.

1 – RANDOM
2 – SUSPICION/HIGH RISK/RSAT
3 – MSI
4 – CRP ENTRY
5 – RETEST
6 – GATEPASS/PUBLIC WORKS

There are 6 reasons for testing offenders, identified above.

CMIS Code Reason

- 01 Random. Only those tests as assigned through the CB-831 Random Drug Test Report. Each prison and camp receives and unannounced random test list of prisoners to test. Tests with code 1 are solely responsible for establishing the random positive rate for each facility and the overall CFA positive random rate. All random tests are conducted using reference laboratory panel testing and confirmation of screened positives.

- 02 Suspicion/High Risk/RSAT. Also includes mandatory testing of prisoners participating prison-based Residential Substance Abuse Treatment programs (RSAT). Typically done using POC devices and manually entered into CMIS

- 03 MSI. Testing for MSI (Michigan State Industries) entry and random monthly testing for prisoners classified into these job assignments. Prisoners in these jobs are tested at higher rates and randomly tested. Typically done with POC devices.

CMIS Code Reason

- 04 CRP Entry. Mandatory testing required for those prisoners with approved Community Residential Placement applications pending placement. Typically done with POC devices.

- 05 ReTest. Prisoners who previously tested positive of refused testing. Done using reference lab services.

- 06 Gatepass/Public Works. Random monthly testing for prisoners classified into these job assignments. Done using POC devices.

APPENDIX B
CMIS (Centralized Management Information System) Requirements

8 - SPECIMEN DATE – 6 Numeric

Enter the Specimen Date. The date cannot be greater than the current date. This is a required field.

9 - SAMPLE ANALYSIS RESULT – 1 Alpha

Use the following codes for each specimen.

NOTE: Skip this field if Sample Void.

N – NEGATIVE
P – POSITIVE

10 - SAMPLE VOID – 1 Numeric

The Sample Void Code Category is the information to be entered on the DES Screen. Match the lab code to the Sample Void Code Category to determine the category value to be entered. Codes are reported out by reference lab for those not tested.

NOTE: Skip this field if the sample was positive or negative.

Sample Void Code Category	Lab Void Code
L	01 - SAMPLE LOST
2	02 - TAMPER PROOF SEAL BROKEN OR NOT INTACT 03 - NO TAMPER PROOF SEAL ON BOTTLE
3	04 - BARCODE/ID ON BOTTLE AND FROM DO NOT MATCH 05 - BARCODE NUMBER ON BOTTLE SEAL DOES NOT MATCH SPECIMEN 06 - TWO SPECIMENS RECEIVED WITH SAME BARCODE/ID 07 - SPECIMEN RECEIVED WITH TWO BARCODES/ID ON BOTTLE
4 FORM	08 - SPECIMEN RECEIVED WITHOUT CHAIN OF CUSTODY
5 SPECIMEN	09 - CHAIN OF CUSTODY FORM RECEIVED WITHOUT
6 TESTED	10 - SPECIMEN ADULTERATED OR NOT URINE – NOT 11 - SPECIMEN COMPROMISED – NOT TESTED

APPENDIX B
CMIS (Centralized Management Information System) Requirements

- 7 12 - EXCESSIVE LEAKAGE DURING SHIPMENT, ARRIVED WITH INSUFFICIENT URINE FOR TESTING
- 13 - BOTTLE RECEIVED EMPTY, ARRIVED WITH INSUFFICIENT URINE FOR TESTING
- 14 - BOTTLE DAMAGED DURING SHIPMENT, ARRIVED WITH INSUFFICIENT URINE FOR TESTING

- 8 15 - INSUFFICIENT DATA ON CHAIN OF CUSTODY DOCUMENT
- 16 - COLLECTOR'S SIGNATURE (REQUIRED BY DOT) MISSING

- 9 17 - BARCODE ON BOTTLE DAMAGED DURING SHIPMENT, CANNOT MATCH WITH BARCODE ON FORM
- 18 - FORM DAMAGED DURING SHIPMENT CANNOT READ ENTRIES ON CHAIN OF CUSTODY DOCUMENT

NOTE: CMIS Sample Void Code 1-Insufficient Urine for Testing will no longer be used.

11 - DRUGS – 1 Alpha

Enter a P for each positive drug. Skip this field if the test was negative.

NOTE: Remember if all drug fields are negative, the Sample Analysis Results field must be an N.

LABORATORY DRUG	DRUG GROUP/CLASS	CMIS
Ethanol	Alcohol	ALCO
Amphetamines	Amphetamines	AMPH
Amorbarbital	Barbiturates	BARB
Butalbital	Barbiturates	BARB
Pentobarbital	Barbiturates	BARB
Phenobarbital	Barbiturates	BARB
Secobarbital	Barbiturates	BARB
Triazolam (Halcion)	Benzodiazepines	BENZ
Hydroxyethylfurazepam (Dalmane)	Benzodiazepines	BENZ
Oxazepam (Valium, Librium, Tranxene)	Benzodiazepines	BENZ
Temazepam	Benzodiazepines	BENZ
Alprazolam Metabolite (Xanax)	Benzodiazepines	BENZ
Benzoyllecgonine	Cocaine	COCA
Methadone	Methadone	MEDD
Codeine	Opiates	OPT
Hydromorphone	Opiates	OPT
Morphine	Opiates	OPT
Hydrocodone	Opiates	OPT
Heroin 6MAM	Opiates	OPT

APPENDIX B
CMIS (Centralized Management Information System) Requirements

Darvon, Darvocet	Propoxyphene	PROP
THC Metabolite	Cannabinoids	THC
Oxycodone	Oxycodone	OXY
Ecstasy (MDMA)	Ecstasy	ECST
LSD (Lysergic Acid Diethylamide)	LSD	LSD
PCP (Phencyclidine)	PCP	PCP
Methamphetamine	Methamphetamine	METH
*All Other Drug Types	All Other Drug Classes	OTH
*Elavil®, Sinequan®, Tofranil®, Pamelor®	Tricyclic Antidepressants	OTH
*Klonopin®, Catapres®	Conazepam	OTH
*Placidyl®	Ethchlorvynol	OTH
*Doriden®	Glutethimide	OTH
*Vistaril®, Atarax®	Hydroxyzine	OTH
*Demorol®	Meperidine	OTH
*Equanil®, Equagesic®	Meprobamate	OTH
*Quaalude®	Methaqualone	OTH
*Talwin®	Pentazocine	OTH
*Preludin®	Phenmetrazine	OTH
*N/A	Prozac, Psilocybin (mushrooms), Quinine, Ritalin, Conidine, Naltrexone, Fentanyl	OTH

12 - TEST TYPE – 1 Alpha

This field is to indicate the type of test performed.

U – URINE/REFERENCE LAB	S – SALIVA
I – INSTANT	C – CONFIRMATION

13 - MORE LINES – 1 Alpha

Y = Yes or N = No

If a Y is entered and all entries pass the edits, the screen brought back will have the line numbers 11-15 already on it. This is a required field.

14 - Press the XMIT key. All information will be transmitted to the computer. Review the data and check the message area.

APPENDIX B
CMIS (Centralized Management Information System) Requirements

Test Download Process – Reference Lab Results

This process occurs daily, Monday through Friday.

1. Daily approx. 6:30 – 7:00 am. WFL/D/P/DS/DAILY/ DRUGTEST is run
This process (DS1900) edits D1065DRUG file to update the CMIS CDT-DS
Next (DS2000) reads an error file created by DS1900 to print DS-201 the
discrepancy reports. The reports are printed automatically for almost all prisons
sites and sent manually to parole/probation locations. DS (series) reports are
created using results download into CMIS. The DS-201 report is created for over
2000 MDOC parole/probation and prison locations to document drug test results
which failed to download properly into CMIS. These errors create additional work
for both MDOC and reference lab employees who have to correct these
mistakes.

**These are typically error-ed out due to coding errors made by the
reference lab
(incorrect names and numbers, names and numbers do not match)
or errors in
COC form completion by MDOC staff (sloppy writing resulting in
inaccurate
interpretation by the lab).**

2. The Drug Test Reference Lab delivers the Drug Test Result Import file at
10:00am via the Data Exchange Gateway every day (Monday thru Sunday).
Each business day the file(s) are converted at 2:00pm for processing on the
Unisys Mainframe for processing. Import/Error processing on the Unisys
mainframe occurs at approximately 2:00am each business day. Files received
during the weekend are merged during the data conversion process on Monday.

The Import File is required to have a header and trailer record for each drug lab
result plus 5 different data record types. It is also required to count the total
transmissions (drug lab results) per location and place the count at the beginning
of each change in location within the file.

APPENDIX B
CMIS (Centralized Management Information System) Requirements

Sample Drug Lab Result in the import file:

/FORM

00001 samples in this transmission.

BEGIN DATA FILE

10080014351120002336CARROL 160132

12COF 110820051115200511172005N

20080014351BENZOYLECGONINE-COCABENZOYLECGONINE-COCAIA

300 GCMS 150 ng/mlN00000

20080014351METHADONE METHADONE IA

300 GCMS 250 ng/mlN00000

20080014351EXTENDED OPIATES EXTENDED OPIATES IA

300 GCMS 300 ng/mlN00000

20080014351MARIJUANA METABOLITEMARIJUANA METABOLITEIA 50

GCMS 15 ng/mlN00000

30080014351 Q168 100250662

4008001435101DUE TO HURRICANE KATRINA, THIS SPECIMEN IS

4008001435102 BEING TESTED AT QUEST DIAGNOSTICS, SCHAUH

4008001435103BURG, IL. YOUR PANEL MAY BE MODIFIED, PL

4008001435104EASE REVIEW CAREFULLY.

50080014351 1212

70080014351U134Y

END DATA FILE

/FORM

00001 samples in this transmission.

BEGIN DATA FILE

.

.

.

ETC.

APPENDIX B
CMIS (Centralized Management Information System) Requirements

Record Type 1 Format: (* Denotes Required Field)

Field Location	Field Name	Field Size	Field Type
1	*Record Type	1	A
2-11	*Bar Code	10	A
12-20	*Account Number	9	A
21-44	*Client Name (Last Name, First Name)	24	A
45-55	*Specimen ID (Client Number(6), Filler (5 spaces))	11	A
56	*Test Type 1	1	A
57	*Test Type 2	1	A
58-61	*Location Code (Location(3), Filler (1 space))	4	A
62-69	*Collect Date	8	N
70-77	*Received Date	8	N
78-85	*Reported Date	8	N
86	*Overall Result (P=Positive, N=Negative, X=Void)	1	A

Record Type 2 Format: (* Denotes Required Field)

Field Location	Field Name	Field Size	Field Type
1	*Record Type	1	A
2-11	*Bar Code	10	A
12-31	*Drug Class	20	A
32-51	*Drug Analyte	20	A
52-56	Screen Method	5	A
57-60	Screen Cutoff	4	N
61-65	Confirm Method	5	A
66-69	Confirm Cutoff	4	N
70-74	Cutoff Units	5	A
75	*Results	1	A
76-79	Quantity	4	N
80-86	*Filler	7	A

APPENDIX B
CMIS (Centralized Management Information System) Requirements

Record Type 3 Format: (* Denotes Required Field)

Field Location	Field Name	Field Size	Field Type
1	*Record Type	1	A
2-11	*Bar Code	10	A
12-13	*Void Code	2	N
14-37	*Certified Scientist	24	A
38-61	*Additional Info	24	A
62-86	*Filler	25	A

Record Type 4 Format: (* Denotes Required Field)

Field Location	Field Name	Field Size	Field Type
1	*Record Type	1	A
2-11	*Bar Code	10	A
12-13	*Line Number	2	N
15-56	*Comment Text	42	A
57-86	*Filler	31	A

Record Type 5 Format: (* Denotes Required Field)

Field Location	Field Name	Field Size	Field Type
1	*Record Type	1	A
2-11	*Bar Code	10	A
12-36	*Contact Name	25	A
37-61	*Billing Contact	25	A
62-86	*Filler	25	A

Record Type 7 Format: (* Denotes Required Field)

Field Location	Field Name	Field Size	Field Type
1	*Record Type	1	A
2-11	*Bar Code	10	A
12	*Specimen Type	1	A
13-86	*Filler	74	A

APPENDIX B
CMIS (Centralized Management Information System) Requirements

3. All results which successfully downloaded into CMIS are replicated on the LSD screen. Several reports are then created, distributed within the Department or accessed via printing. These reports detail:
 - a. Drug prevalence by site, region, population type.
 - b. Positive Drug test rates, by site, region, population type.
 - c. Error reports: Results which failed to download. DS-201 Discrepancy Report, (see example below)
 - d. List of offender names for which CMIS expected a drug entry for (for those who were on the random test list but CMIS shows no result for within 28 days).

Example – DS-201 Discrepancy Report

The Drug Import Error File is created during the processing of the drug result import file. This file is used to create the daily DS201 – Electronically Received Drug Test Discrepancies Report (See Sample DS201 Report Attached). It is desirable to have Drug Import Error File be used as a means to send back to the Drug Lab the drug test result errors. This would reduce the percentage rate of errors by automating the process by eliminating steps in the processing where human intervention is involved, i.e. manual data entry on a discrepancy record by MDOC staff.

It is desirable to have the Drug Import Error File placed in the drug lab mailbox on the Data Exchange Server where the original import file is delivered. The drug lab would pick up the file for processing.

APPENDIX B
CMIS (Centralized Management Information System) Requirements

Sample record:

XCOFD1117050080014351160132CARROL
 195120002336PE

PRSR1108051 00111 505

The file format is as follows:

Field Location	Field Name	Field Size	Field Type
1	Processed Flag	1	A
2-4	Location	3	A
5	Analysis Code	1	A
6-11	Report Date	6	N
12-21	Barcode	10	A
22-27	Client Number	6	N
28-51	Client Name	24	A
52-55	Client Status	4	A
56-61	Test Date	6	N
62	Test Group	1	A
63-65	Test Region	3	A
66-67	Void Sample	2	A
68-73	Lab Analysis Date	6	N
74-97	Drug Results	24	A
98-105	Lock Agent Number	8	N
106-108	Error Code	3	A
109-117	Account Number	9	N
118-119	Lab Type	2	A

APPENDIX B
CMIS (Centralized Management Information System) Requirements

DATE: 03/21/07

MICHIGAN DEPARTMENT OF CORRECTIONS
ELECTRONIC RECEIVED DRUG TEST LIST
REPORT NUMBER DS-201
DISCREPANCIES

PAGE: 1

INSTITUTION: COF - CENTRAL OFFICE - LANSING

BARCODE	CLIENT NO	SUB CLIENT NAME	SPEC.	LAB GRP	STATUS	REPORTED DATE	AGENT/ RSLT VOID	POSITIVE DATE	DATE	LOCK	DRUGS
*0080014351	160132	CARROL		1	PRSR	11/08/05	N 00	11/15/05	11/17/05		
ERROR - INST CODE INVALID					INPUT WAS ???					BY URINE	

TOTAL DISCREPANCIES: 1

TOTAL FOR LOCATION: 1

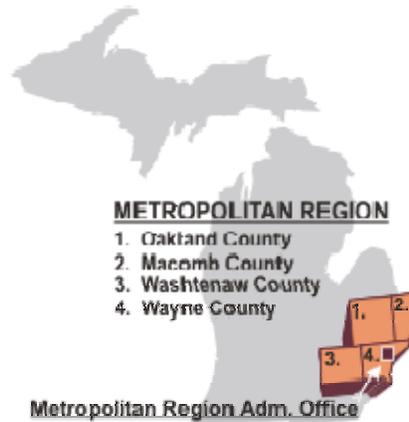
-

**APPENDIX C
FIELD OPERATIONS ADMINISTRATION
PAROLE/PROBATION AND PROGRAMMING LOCATIONS**

Office of Parole & Probation Services

Tuscola Residential ReEntry Programming – Caro
Lake County Residential ReEntry Programming - Baldwin

Metropolitan Region –Wayne, Washtenaw, Macomb, and Oakland Counties



Metropolitan Region Areas and Offices

Special Programs Area
Chrysler District
Court/Special Services

Lawton Area
EMU/Probation Tether
SSU #1 & 2
Detroit Metro

Western Area
Lincoln Park Parole/SAI
Lahser District Prob
Southwest District Prob

Northwestern Area
Oakland Probation
Troy Probation
Pontiac Parole
Waterford Parole

Northeastern Area
Eastern District Prob
Mt Clemens Parole
Macomb Probation

Central Area
Ann Arbor Parole
Washtenaw Probation
Greenfield Dist Prob
Detroit Outer District

Outstate Region – All other counties



APPENDIX C
FIELD OPERATIONS ADMINISTRATION
PAROLE/PROBATION AND PROGRAMMING LOCATIONS
Outstate Region Areas and Offices

Lansing Area
Jackson Probation
Ingham Probation
Ingham Parole
Eaton Parole/Probation
Jackson Parole
Hillsdale
Lenawee Probation
Clinton
Monroe Parole/Probation

Flint Area
Livingston
Flint Parole
St. Clair Probation
Huron
Lapeer
Sanilac
Tuscola
Genesee Probation
Shiawassee

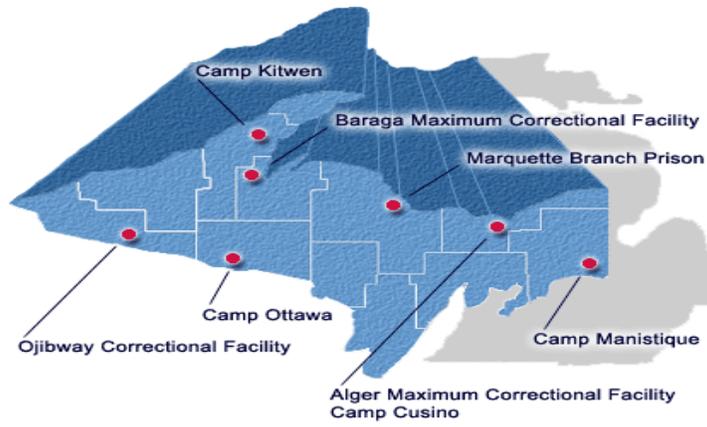
Kalamazoo Area
Allegan
Berrien Probation
Berrien Parole
Kalamazoo Parole/Probation
VanBuren Parole/Probation
Cass Parole/Probation
St. Joseph Parole/Probation
Niles Parole/Probation

Grand Rapids Area
Branch Parole/Probation
Barry
Ionia
Kent Probation
Kent Parole
Calhoun Probation
Calhoun Parole

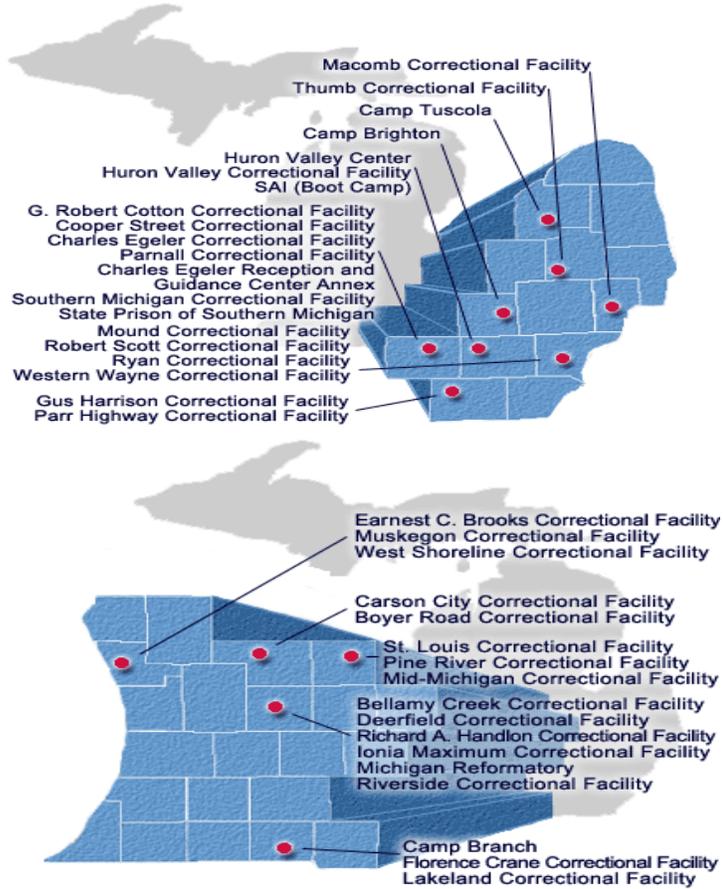
Gaylord Area
Gratiot
Bay County
Gladwin
Saginaw Parole
Saginaw Probation
Midland
Alcona
Alpena Office
Arenac
Charlevoix
Cheboygan
Chippewa
Crawford
Delta
Dickinson
Emmet
Gogebic
Houghton
Iosco
Iron
Kalkaska
Luce
Mackinac
Marquette
Menominee
Montmorency
Ogemaw
Oscoda
Otsego
Presque Isle
Roscommon
Schoolcraft

Muskegon Area
Montcalm
Ottawa/Holland
Muskegon Probation
Ottawa Parole/Probation
Mason
Muskegon Parole
Mecosta
Newyago
Osceola
Lake County
Benzie County
Grand Traverse
Leelanau
Manistee
Missaukee
Wexford
Oceana
Clare County
Antrim
Isabella

APPENDIX D PRISON LOCATIONS



APPENDIX D PRISON LOCATIONS



APPENDIX E
Location Addresses and Contact Information
Prisons and Camps
Parole and Probation

Prisons and Camps

Site Name	Mailing Address	Phone	Fax
Alger Maximum Correctional Facility	Industrial Park Drive, Munising, MI. 49862	(906) 387-5000	(906) 387-5019
Baraga Maximum Correctional Facility	301 Wadago Road Baraga, MI 49908	(906) 353-7070	(906) 353-7957
Bellamy Creek Correctional Facility	1727 W. Bluewater Hwy. Ionia, MI 48846	(616) 527-2510	(616) 527-7089
Boyer Road Correctional Facility	10274 Boyer Road Carson city, MI 48811	(989) 584-3941	(989) 584-6535
Carson City Correctional Facility	10522 Boyer Road Carson City, MI 48811	(989) 584-3941	(989) 584-6535
Egeler Reception and Guidance Center	3855 Cooper Street Jackson, MI 49201	(517) 780-5600	(517) 780-5814
Chippewa Correctional Facility	4269 W. M-80 Kincheloe, MI 49784	(906) 495-2275	(906) 495-5787
Cooper Street Correctional Facility	3100 Cooper Street Jackson, Mi 49201	(517) 780-6182	(517) 780-6811
Deerfield Correctional Facility	1755 Harwood Ionia MI 48846	(616) 527-6320	(616) 527-9711
Brooks Correctional Facility	2500 S. Sheridan Muskegon Hts., MI 49444	(231) 773-9200	(231) 777-2097
Florence Crane Correctional Facility	38 Fourth Street Coldwater, MI 49036	(517) 279-9165	(517) 278-8265
G. Robert Cotton Correctional Facility	3500 N. Elm Road Jackson, MI 49201	(517) 780-5000	(517) 780-5100
Gus Harrison Correctional Facility	2727 Beecher Road Adrian, MI 49221	(517) 265-3900	(517) 265-9542
Hiawatha Correctional Facility	4533 Industrial Park Kincheloe, MI 49786-0001	(906) 495-5661	(906) 495-5291

APPENDIX E
Location Addresses and Contact Information
Prisons and Camps
Parole and Probation

Huron Valley Mens Correctional Facility	3201 Bemis Road Ypsilanti, MI 48197	(734) 572-9900	(734) 572-9499
Ionia Maximum Correctional Facility	1576 W. Bluewater Hwy. Ionia, MI 48846	(616) 527-6331	(616) 527-6863
Kinross Correctional Facility	16770 Watertower Drive, Kincheloe, MI 49788	(906) 495-2282	(906) 495-5837
Lakeland Correctional Facility	141 First Street, Coldwater, MI 49036	(517) 278-6942	(517) 279-0327
Macomb Correctional Facility	24625 26-Mile Road New Haven, MI 48048	(586) 749-4900	(586) 749-4927
Marquette Branch Prison	1960 U.S. 41 Hwy. Marquette MI 49855	(906)226-6531	(906) 226-6556
Mid-Michigan Correctional Facility	8201 N. Croswell Rd. St. Louis, MI. 48880	(989) 681-4361	(989) 681-2425
Mound Correctional Facility	17601 Mound Rd. Detroit, MI 48212	(313) 368-8300	(313) 368-8972
Muskegon Correctional Facility	2400 S. Sheridan Rd. Muskegon, MI. 49442	(231) 773-3201	(231) 773-3657
Newberry Correctional Facility	3001 Newberry Ave. Newberry, MI. 49868	(906) 293-6200	(906) 293-0011
Oaks Correctional Facility	1500 Caberfae Hwy. Eastlake, MI 49626-0038	(231) 723-8272	(231) 723-4278
Ojibway Correctional Facility	N5705 Ojibway Rd. Marenisco, MI 49941	(906) 787-2217	(906) 787-2324
Parnall Correctional Facility	1780 E. Parnall Rd. Jackson, MI. 49201-7138	(517) 780-6004	(517) 780-6399
Parr Highway Correctional Facility	2727 E. Beecher Adrian, MI. 49221	(517) 263-3500	(517) 264-9544

APPENDIX E
Location Addresses and Contact Information
Prisons and Camps
Parole and Probation

Pine River Correctional Facility	320 N. Hubbard St. St. Louis, MI 48880	(989) 681-6668	(989) 681-6678
Pugsley Correctional Facility	7401 E. Walton Rd. Kingsley, Mi. 49649	(231) 263-5253	(231) 263-7606
Richard A. Handlon Correctional Facility	1728 Bluewater Hwy. Ionia, MI 48846	(616) 527-3100	(616) 527-3161
Michigan Reformatory	1342 W. Main , Ionia, MI 48846	(616) 527-2500	(616) 527-2936
Robert Scott Correctional Facility	47500 Five Mile Rd. Plymouth, MI 48170	(734) 459-7400	(734) 459-6148
Ryan Correctional Facility	17600 Ryan Road Detroit, MI 48212	(313) 368-3200	(313) 368-3224
Saginaw Correctional Facility	9625 Pierce Rd. Freeland, MI. 48623	(989) 695-9880	(989) 695-6662
Southern Michigan Correctional Facility	Closed as of 11/07		(
St. Louis Correctional Facility	8585 N. Croswell Rd. St. Louis, MI 48880	(989) 681-6444	(989) 681-2425
Standish Maximum Correctional Facility	4713 W. M-61 Standish, MI. 48658	(989) 846-7000	(989) 846-7021
Straits Correctional Facility	4387 W. M-80 Kincheloe, MI 49785	(906) 495-5674	(989) 495-5007
Thumb Correctional Facility	3225 John Conley Dr. Lapeer, MI 48446	(810) 667-2045	(810) 667-2048
West Shoreline Correctional Facility	2500 S. Sheridan Muskegon Hts, MI. 49444	(231) 773-1122	(231) 777-2082
Women's Huron Valley Correctional Facility	3511 Bemis Rd. Ypsilanti MI	(734) 572-9000	(734) 572-9499
Camp Branch	19 Fourth Street Coldwater, MI. 49036	(517) 278-3204	(517) 279-2064

APPENDIX E
Location Addresses and Contact Information
Prisons and Camps
Parole and Probation

Camp Valley	PO Box 945,or 3413 Bemis Rd.. Ypsilanti, MI 48197	(734) 572-8700	(734) 572-8898
Camp Cusino	N5398 Percy Rd. Shingleton, MI. 49884	(906) 452-6248	(906) 452-6585
Camp Kitwin	M-26 South Painsedale, MI 49955	(906) 288-3791	(906) 288-3009
Camp Lehman	5135 Hartwick PinesN Grayling, MI. 49738	(989) 348-8101	(989) 348-4912
Camp Manistique	401 N. Maple Manistique, MI. 49854	(906) 341-8451	(906) 341-8454
Cassidy Lake/Special Alternative Incarceration	18901 Waterloo Rd. Chelsea, Mi. 48118	(734) 475-1368	(734) 475-3394
Camp Ottawa	216 Gendron Rd. Iron River, MI 49935	(906) 265-6431	(906) 265-6661

Totals 25,300

APPENDIX E
Location Addresses and Contact Information
Prisons and Camps
Parole and Probation

Parole/Probation:

Reference Lab Tests

Not all positive specimens are sent in for confirmation. Current Department policy requires that only positive specimens which will be used as the basis for parole/probation violation proceedings be sent in for confirmation and the results of confirmation testing be used for these proceedings.

Parole/Probation and Program locations
Metropolitan Region – Wayne, Oakland, Macomb, and Washtenaw Counties

Site Name	Mailing Address	Phone	Fax
SPECIAL PROGRAMS AREA	426 Clinton St. Detroit, MI. 48226	(313) 224-2792	(313) 224-0062
Chrysler District Parole/Probation	426 Clinton St. Detroit, MI. 48226	(313) 224-7935	(313) 224-1328
Court Services Unit Probation	426 Clinton St. Detroit, MI. 48226	(313) 224-7935	(313) 224-1328
LAWTON AREA	5300 Lawton, Detroit, MI. 48208	(313) 972-3171	(313) 894-7648
Detroit Metro Parole	5300 Lawton, Detroit, MI. 48208	(313) 972-3171	(313) 894-7648
Specialized Services Unit II – Probation	1600 Algonquin, Detroit, MI. 48215	(313) 821-8171	(313) 821-8031
Detroit Electronic Monitoring Unit	5300 Lawton, Detroit, MI. 48208	(313) 972-3171	(313) 894-7648
Specialized Services Unit I	5300 Lawton, Detroit, MI. 48208	(313) 972-3171	(313) 894-7648
Detroit EMS	5300 Lawton, Detroit, MI. 48208	(313) 972-3171	(313) 894-7648

APPENDIX E
Location Addresses and Contact Information
Prisons and Camps
Parole and Probation

WESTERN AREA	1757 Southfield Rd, Lincoln Park, MI 48146	(313) 389-5154	(313) 388-6562
Lincoln Park Parole	920 Fort St, Lincoln Park, MI. 48146	(313) 382-9550	(313) 382-9734
Southwest District Probation/Parole	1757 Southfield Rd., Lincoln Park, MI 48146	(313) 388-3313	(313) 388-9075
Lahser District Probation	17500 Lahser Road, Detroit, MI. 48219	(313) 255-3660	(313) 255-5733
SAI Aftercare Unit	920 Fort St, Lincoln Park, MI. 48146	(313) 382-9550	(313) 382-9734
NORTHEASTERN AREA	32 Market St, Mt. Clemens, MI 48043	(586) 469-5700	(586) 469-5334
Eastern District Probation	1600 Algonquin, Detroit, MI. 48215	(313) 821-8171	(313) 821-8031
Mt Clemens Parole	76 S. Main St. Mt. Clemens, MI. 48043	(586) 493-5870	(586) 463-0410
Macomb Probation	32 Market St. Mt. Clemens, MI. 48043	(586) 469-5330	(586) 466-4532
CENTRAL AREA	16820 James Couzens, Detroit, MI. 48235	(313) 927-2200	(313) 927-6445
Greenfield District Probation	16820 James Couzens, Detroit, MI. 48235	(313) 927-2200	(313) 927-6445
Outer District Parole	5300 Lawton, Detroit, MI. 48208 moving to 20231 James Couzens, Detroit, MI	(313) 972-3170	(313) 972-3340
Ann Arbor Parole	PO Box 7070 Ann Arbor, MI. 48107	(734) 665-4426	(734) 665-5656
Washtenaw County Probation	101 E. Huron St., Rm. B-25 Ann Arbor, MI 48107	(734) 222-3390	(734) 222-3343

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NORTHWESTERN AREA	1200 N. Telegraph Road, Building 26 East Pontiac, MI 48341	(248) 858-0300	(248) 858-5167
Waterford Parole	2709 Pontiac Lake Rd. Waterford, MI. 48328	(248) 681-1705	(248) 681-5203
Pontiac Parole	1025 N. Perry Pontiac, MI. 48340	(248) 332-0285	(248) 332-2377
Pontiac Probation	North Office Bldg. 1200 N. Telegraph Rd., Dept. 407 Pontiac, MI. 48341-0407	(248) 858-0300	(248) 858-0423
Troy Probation	1151 Crooks Rd. Troy, MI. 48084	(248) 655-1100	(248) 655-1168
	5431 S Pennsylvania Suite B Lansing, MI 48909	(517) 334-9879	(517) 334-9884
Eaton County Parole/Probation	Courthouse 1045 Independence Blvd. Charlotte, MI. 48813	(517) 543-7500 Ext. 239	(517) 543-0069
Lansing Parole	5341 S. Pennsylvania Suite A Lansing, MI. 48913	(517) 334-8288	(517) 334-8229
Ingham County Probation	303 W. Kalamazoo, Suite 90 Lansing, MI. 48933	(517) 483-6100	(517) 483-6143
Clinton County Parole/Probation	Courthouse 100 E. State St., Suite 3200 St. Johns, MI 48879	(989) 224-5133	(989) 224-5107
Hillsdale Parole	49 N. Howell, Room 206 Hillsdale, MI. 49242	(517) 437-2828	(517) 437-9848

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Hillsdale Probation	29 N. Howell St. Courthouse Hillsdale, MI 49242	(517) 437-3551	(517) 437-9848
Lenawee/Adrian Parole/Probation	Rex B. Martin Judicial Bldg., 425 N. Main St., 3 rd Floor, Adrian MI. 49221	(517) 264-5130	(517) 263-2944
Monroe County Parole/Probation	29 Washington St. Monroe, MI. 48161	(313) 240-7640	(734) 240-7685
Jackson Parole	1699 Lansing Ave. Jackson, MI. 49202	(517) 780-7440	(517) 780-7444
Jackson Probation	312 S Jackson St. Room 515- 516 County Bldg, Jackson, MI 49201	(517) 768-6795	(517) 788-4417
FLINT AREA	816 Beach St. Flint, MI. 48502	(810) 424-5756	(810) 424-5787
Lapeer County Parole/Probation	Lapeer County Complex 255 Clay St. Lapeer, MI. 48446	(810) 667-0221	(810) 667-0205
Livingston County Parole/Probation	Law Center Bldg. 210 S Highlander Way Howell, MI 48842	(517) 546-4212	(517) 545-9637
Flint Parole	G-3310 Corunna Rd., Carman Plaza Flint, MI 48532	(810) 767-0630	(810) 767-3066
Genesee County Probation	816 Beach St. Flint, MI. 48532	(810) 257-3524	(810) 257-3810
Huron County	County Building 310 Huron County Bldg. Bad Axe, MI 48413	(989) 269-9975	(989) 269-6159
Sanilac County Parole/Probation	Courthours 60 W. Sanilac Rd., Room 112 Sandusky, MI. 48471	(810) 648-4546	(810) 648-5452

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Shiawasee County Parole/Probation	Lower Level 112 E. McArthur St. Corunna, MI. 48817	(989) 743-2402	(989) 743-2473
St. Clair Parole	201 McMorran Blvd., Room 1300 Port Huron, MI. 48060	(810) 982-0602	(810) 982-8977
St. Clair County Probation	201 McMorran Blvd., Rm. 1300 Port Huron, MI. 48060	(810) 985-2280	(810) 985-2058
Tuscola County Parole/Probation	141 Almer P.O. Box 536 Caro, MI 48723	(989) 672-3760	(989) 672-3765
KALAMAZOO AREA	201 W Kalamazoo Suite 303 Kalamazoo, MI 49007	(269) 384-3843	(269) 384-6420
Allegan County	Courthouse 113 Chestnut, Rm. 111 Allegan, MI. 49010	(269) 673-0360	(269) 673-673- 0369
Benton Harbor Parole	497 Waukonda Ave. Benton Harbor, MI. 49022	(269) 925-3293	(269) 925-1722
Cass County Parole/Probation	Cass County Bldg. 120 N. Broadway, Suite 218 Cassopolis, MI. 49031	(26) 445-4404	(269) 445-4405
Kalamazoo County Parole/Probation	201 W. Kalamazoo Ave. Ste. 303 Kalamazoo, MI. 49007-3833	(269) 383-8972	(269) 384-8046
Berrien County Probation	Courthouse 811 Port St, St Joseph, MI 49085	(269) 983-7111	(269) 982-8652
Niles Parole/Probation	1205 N Front St, Niles, MI 49120	(616) 684-5274	(616) 683-0257

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St. Joseph County Parole/Probation	Courthouse 115 Dean St., PO Box 574 Centerville, MI. 49032	(616) 467-5575	(616) 467-5644
Van Buren County	Courthouse Annex 212 W. Paw Paw St., Suite 20 Paw Paw, MI. 49079	(269) 657-8214	(269) 657-4887
GRAND RAPIDS AREA	82 Ionia Ave Suite 100 Grand Rapids, MI 49503	(616) 632-5940	(616) 632-5993
Barry County Parole/Probation	Courts & Law Bldg. 206 W Court St, Suite 102 Hastings, MI 49058	(26) 945-1389	(269) 948-3327
Branch County Parole/Probation	Courthouse 31 Division Coldwater, MI. 49036	(517) 279-4305	(517) 278-4339
Battle Creek Parole	203 Brigden Dr., Suite A Battle Creek, MI. 49017	(269) 965-7236	(269) 965-8862
Calhoun County Probation	Calhoun County Justice Center 161 E. Michigan Ave. Battle Creek, MI. 49017	(269) 969-6895	(269) 969-6864
Ionia County Parole/Probation	Parole & Probation Office 101 W. Main St., Lower Level	(616) 527-5308	(616) 527-5303
Grand Rapids Parole	State Office Bldg. One Division N.W. Grand Rapids, MI. 49503	(616) 356-0450	(616) 356-0474
Kent County Probation	Probate Court Bldg. 82 Ionia Ave., N.W., Suite 100 Grand Rapids, MI. 49503	(616) 632-5920	(616) 632-5921

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MUSKEGON AREA	985 E Barney Ave, Muskegon, MI 49444	(231) 722-5353	(231) 722-7352
Benzie County Parole/Probation	Courthouse 448 Court Place P.O. Box 377 Beulah, MI 49617	(213) 882-0042	(213) 882-7096
Clare County Parole/Probation	225 W. Main Harrison, MI 48601	(989) 539-2458	(989) 539-2678
Isabella County Parole/Probation	Courthouse 300 N. Main St. Mt. Pleasant, MI. 48858	(989) 772-0911	(989) 775-3329
Antrim County Parole/Probation	110 Grove PO Box 386 Bellaire, MI 49615	(231) 533-5136	(231) 533-5407
Grand Traverse Parole	701 S. Elmwood Suite 18, Rm. 402 Traverse City, MI. 49684	(231) 922-5334	(231) 922-5337
Lake County Parole/Probation	Lake County Trial Court 5565 S. M-37 Baldwin, MI. 49304	(231) 745-0290	(231) 745-2555
Leelanau County Parole/Probation	8525 E. Government Center Drive, Suttons Bay, MI. 49682	(231) 256-2830	(231) 256-2851
Manistee County Parole/Probation	Manistee County Courthouse 415 Third St., Manistee, MI. 49660	(231) 723-7215	(231) 723-0036
Mason County Parole/Probation	1110 S. Washington, Room 152 Ludington, MI. 49431	(231) 845-1266	(231) 845-0519
Mecosta County Parole/Probation	Courthouse 400 Elm St., Room 212 Big Rapids, MI. 49307	(231) 592-0140	(231) 592-0793

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Missaukee County Parole/Probation	111 S. Canal St., Courthouse, 1 st Floor PO Box 800 Lake City, MI. 49651	(231) 839-3939	(231) 839-4794
Montcalm County Parole/Probation	Parole & Probation Office 627 N. State Stanton, MI. 48888	(989) 831-7353	(989) 831-7388
Muskegon County Parole	985 E. Barney Muskegon, MI. 49444	(231) 728-3926 x11	(231) 722-0358
Muskegon County Probation	131 Apple Ave., Muskegon, MI. 49442	(231) 724-6345	(231) 724-6321
Newaygo County Parole/Probation	1018 Newell PO Box 707 White Cloud, MI 49349	(231) 689-7250	(231) 689-2120
Osceola County Parole/Probation	410 W. Upton Reed City, MI. 49677	(231) 832-6162 ext. 63	(231) 832-6150
Ottawa County Parole/Probation	414 Washington, Rm. 202, Grand Haven, MI. 49417	(616) 846-8217	(616) 846-8249
Ottawa County Holland Parole/Probation	12185 James St., Suite L200 Holland, MI. 49424	(616) 393-4412	(616) 393-4414
Oceana County Parole/Probation	314 S. State St. Hart, MI 49240	(231) 873-4776	(231) 873-5380
Wexford County Parole/Probation	Courthouse 437 E. Division, Cadillac, 49601	(231) 779-9486	(231) 779-9488
GAYLORD AREA	1165 Elkview Blvd P.O. Box 1745 Gaylord, MI 49734	(989) 731-3320	(989) 732-5502
Montmorency County Parole/Probation	Courthouse 12265 M-32 W. PO Box 789 Atlanta, MI. 49709	(989) 785-8095	(989) 785-8096
Menominee County Parole/Probation	Menominee County Sheriff Dept. 831 Tenth Ave. Menominee MI. 49858	(906) 863-4705	(906) 863-5461

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Bay County Parole/Probation	1230 Washington, Suite 619 Bay City, MI 48708	(989) 895-4250	(989) 895-4093
Gladwin County Parole/Probation	555 W. Cedar Gladwin, MI 48624	(989) 426-6914	9989) 426-6956
Gratiot County Parole/Probation	114 S. Main St., Suite B Ithaca, MI 48847	(989) 875-5229	(989) 875-5200
Midland County Parole/Probation	Courthouse, Level B 301 W Main Midland, MI 48640	(989) 832-6760	(989) 832-6391
Saginaw County Parole	1835 Treanor St. Saginaw, MI. 48601	(989) 754-8661	(989) 754-2421
Saginaw County Probation	1931 Bagley St. Saginaw, MI. 48601	(989) 758-2470	(989) 758-2469
Alcona County	106 Fifth St., Harrisville, MI. 48740	(269) 673-0360	(269) 673-0369
Alpena/Alcona County Parole/Probation	703 W. Chisholm, Suite A Alpena, MI. 49707	(989) 354-3425	(989) 356-2325
Arenac County Parole/Probation	County Courthouse 120 N. Grove PO Box 357 Standish, MI. 48658	(989) 846-9720	(989) 846-2204
Charlevoix County Parole/Probation	301 State St. Charlevoix, MI. 49720	(231) 547-7222	(231) 547-7248
Cheboygan County Parole/Probation	County Building 870 S. Main St., Rm. 218 PO Box 70 Cheboygan, MI 49721	(231) 627-8805	(231) 627-8854
Chippewa County Parole/Probation	Courthouse Annex 300 Court St., Sault Ste. Marie, MI. 49783	(906) 635-6345	(906) 635-6854

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Crawford County Parole/Probation	Courthouse 200 W. Michigan Grayling, MI. 49738	(989) 344-3251	(989) 348-1450
Delta County Parole/Probation	Courthouse 310 Ludington St. Escanaba, MI. 49829	(906) 786-6568	(906) 786-2102
Dickinson County Parole/Probation	300 East "D" St. PO Box 609 Iron Mountain, MI. 49801	(906) 774-1446	(906) 774-1494
Emmet County Parole/Probation	Courthouse 200 Division St., Ste. G26 Petosky, MI. 49770	(231) 348-1749	(231) 348-0618
Gogebic County Parole/Probation	Courthouse 200 N. Moore St., Bessemer, MI. 49911	(906) 667-0323	(906) 667-0598
Houghton County Parole/Probation	Courthouse 401 E. Houghton Ave. Houghton, MI. 49931	(906) 482-6615	(906) 482-0875
Iosco County Parole/Probation	Courthouse 422 Lake PO Box 397 Tawas City, MI. 48763	(989) 362-2966	(989) 984-1107
Iron County Parole/Probation	Courthouse 2 S. 6 th St., Suite 24 Crystal Falls, MI. 49920	(906) 875-4011	(906) 875-4328
Kalkaska County Parole/Probation	Courthouse 605 N. Birch, Kalkaska, MI. 49646	(231) 258-6911	(231) 258-0173
Luce County Parole/Probation	Courthouse 407 W. Harrie, Newberry, MI. 49868	(906) 293-8471	(906) 293-5349

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Mackinac County Parole/Probation	Courthouse 100 Marley, 3 rd Floor St. Ignace, MI. 49781	(906) 643-7343	(906) 643-0122
Marquette County Parole/Probation	Courthouse Annex 234 Baraga Ave., Rm. 36 Marquette, MI. 48855	(906) 225-8225	(906) 228-6248
Ogemaw County Parole/Probation	Courthouse 806 Houghton Ave., Room 211 West Branch, MI. 48661	(989) 345-5680	(989) 345-6326
Ontonagon County Parole/Probation	725 Greenland Road Ononagon MI. 49953	(906) 884-4020	(906) 844-4708
Oscoda County Parole/Probation	311 Morenci PO Box 835 Mio, MI. 48647	(989) 826-2285	(989) 826-5168
Otsego County Parole/Probation	209 W. First St., Gaylord, MI. 49735	(989) 731-7590	(989) 731-7596
Presque Isle County Parole/Probation	126 S. Third St., Rogers City, MI. 49779	(989) 734-4247	(989) 734-4184
Roscommon County Parole/Probation	112 S. 4 th St., PO Box 457 Roscommon, MI. 48653	(989) 275-5422	(989) 275-4876
Schoolcraft County Parole/Probation	Courthouse 300 Walnut, Room 208, Manistique, MI. 49854	(906) 341-3682	(906) 341-3484

Lake County Residential ReEntry Program	682 W. Oak Leaf Lane PO B ox 819 Baldwin, MI. 49304	(616) 745- 7330	(616) 745-7908
Tuscola Residential ReEntry Program	2420 Chambers Road, Caro MI. 48723	(989) 672- 1023	9989) 672-1038

KROLL

APPENDIX F CONFLICT OF INTEREST FORM

S:\Common\Services Division\Rebecca\Contracts\071i8200152 Appendix F COI Form.doc

1111 Newton Street
Gretna, LA 70053
504 361 8989
Fax 504 361 1530
www.kroll.com

Memo

To: **Kroll Laboratory Personnel**
Date: May 21, 2008
From: Dominique Delagnes
Subject: **State of Michigan Conflict of Interest**
Copy: Cristy Haggerty, Human Resources Director

Any employee working on the State of Michigan Department of Corrections program may not have a close friend or relative in the Michigan prisoner, parolee or probation population. In order to perform work on this contract, you must complete this form below:

I, _____, attest to the fact that I do not have a close friend or relative in the Michigan prisoner, parolee, or probation population.

_____ Employee Signature

_____ Printed Name

_____ Date



APPENDIX G PROCESS FLOW CHART

