

June 24, 2014



Michigan Department of Natural Resources – Procurement Services
P.O. Box 30028, Lansing, MI 48909
OR
525 W. Allegan, Lansing, MI 48933

**NOTICE
OF
CONTRACT NO. 751B4300050
Between
STATE OF MICHIGAN
and**

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor Mercy Hospital Grayling 1100 E. Michigan Avenue Grayling, MI 49738	Primary Contact Nancy Goodyear, Occupational Health Manager	
	Email goodyen@trinity-health.org	
	Telephone 989-348-0368	Contractor #, Mail Code 2XXXXX9573 / 001

State Contact	DNR Agency	Name	Telephone	Email
Program Manager	Forest Resources	Jim Fisher	989-275-5151 Ext 2052	fisherj@michigan.gov
Contract Administrator	Procurement Services	Ruth Thole	517-284-5973	tholer@michigan.gov

Contract Summary

Description
Physical Fitness Testing of Wildland Firefighters – Northern Lower Peninsula Region

Initial Term 33 Months	Effective Date 07/01/2014	Initial Expiration Date 03/31/2017	Available Options Two 1-year
Payment Terms Net 45 Days	F.O.B. N/A	Delivery N/A	Shipped From N/A
Minimum Delivery Requirements N/A		Alternate Payment Options <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV)	Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Miscellaneous Information

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$128,750.00



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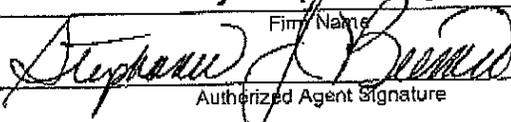
State Contact	DNR Agency	Name	Telephone	Email
Program Manager	Forest Resources	Jim Fisher	989-275-5151 Ext 2052	fisherj@michigan.gov
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THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation No. 075114B0001613. Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:

Mercy Hospital Grayling

Firm Name


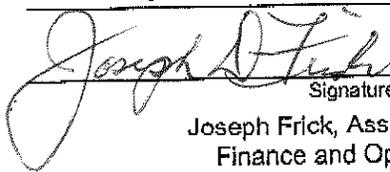
Authorized Agent Signature
Stephanie Reimer-Matuzak / CEO

Authorized Agent / Title (Print or Type)
6-16-14

Date

FOR THE STATE:

Department of Natural Resources



Signature
**Joseph Frick, Assistant Chief
 Finance and Operations**

Name/Title
6-24-14

Date



STATE OF MICHIGAN
Department of Natural Resources
Procurement Services

Contract 751B4300050
Physical Fitness Testing of Wildland Firefighters
Northern Lower Peninsula

Contract Manager Name: Ruth Thole
Telephone Number: 517-284-5973
E-Mail Address: tholer@michigan.gov

This is Contract for services to conduct and administer Fire Fighter Fitness Testing in the Northern Lower Peninsula as described in Exhibit A (the "Contract Activities").



STATE OF MICHIGAN STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Mercy Hospital-Grayling (the “**Contractor**”), a not-for-profit hospital. This Contract is effective on July 1, 2014 (“**Effective Date**”), and unless terminated, expires on March 31, 2017.

This Contract may be renewed for up to two additional one-year periods. Renewal must be by written agreement of the parties.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:

Ruth Thole, Buyer
Department of Natural Resources
Procurement Services
PO Box 30028
Lansing, MI 48909
tholer@michigan.gov
517-284-5973

If to Contractor:

Nancy Goodyear, Occupational Health Manager
Mercy Hospital Grayling
1100 E. Michigan Ave.
Grayling, MI 49738
goodyen@trinity-health.org
989-348-0368

- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

State:
 Ruth Thole, Buyer
 Department of Natural Resources
 Procurement Services
 PO Box 30028
 Lansing, MI 48909
tholer@michigan.gov
 517-284-5973

Contractor:
 Nancy Goodyear, Occupational Health Manager
 Mercy Hospital Grayling
 1100 E. Michigan Ave.
 Grayling, MI 49738
goodyen@trinity-health.org
 989-348-0368

4. Program Manager. The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:
 Jim Fisher, NLP Resource Protection Mgr.
 Department of Natural Resources
 Forest Resources Division
 Roscommon Operations Service Center
 8717 N. Roscommon Road
 Roscommon, MI 48653
Fisherj@michigan.gov
 989-275-5151 ext 2052

Contractor:
 Nancy Goodyear, Occupational Health Manager
 Mercy Hospital Grayling
 1100 E. Michigan Ave.
 Grayling, MI 49738
goodyen@trinity-health.org
 989-348-0368

5. Performance Guarantee. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	

Medical Malpractice Insurance	
<u>Minimal Limits:</u> \$200,000 Each Occurrence \$600,000 Annual Aggregate]	
<u>Deductible Maximum:</u> \$5,000 Each Occurrence	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the Contract number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

7. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
8. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
9. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
10. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
11. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
12. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 13. Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing Purchase Order.
- 14. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 18, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 15. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
- 16. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor shall be solely responsible for payment of any applicable taxes.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes 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 disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 17. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 18. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b)

becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

19. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 20, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved "Transition Responsibilities."

20. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of 90 days, provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

21. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (c) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary.

Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section and Section 22, Intellectual Property Indemnification, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

22. Intellectual Property Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any claims arising out of or relating to copyright, patent, trademark, or trade secret infringement. Notwithstanding the foregoing, Contractor has no obligation to pay any costs, damages or attorneys' fees related to any infringement claim that arises out of: (a) compliance with designs, plans, or specifications furnished by or on behalf of the State as to any piece of equipment, software, commodity, or service, or (b) the combination, operation or use of the equipment, software or commodity with equipment, software or commodities not supplied by Contractor under this Contract.

If, in either party's opinion, any piece of equipment, software, commodity or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

23. Limitation of Liability. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

24. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

25. State Data.

a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is

appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

- c. Extraction of State Data. Contractor must, within one (1) business day of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

26. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom

of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to 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 responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within five (5) calendar days from the date of termination to the other party.

27. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

- b. Audit by Contractor. Upon request by the State, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

28. Records Maintenance, Inspection, Examination, and Audit. Under MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

29. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 18, Termination for Cause.

30. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon

the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 31. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 32. Nondiscrimination.** Under the Elliott-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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 33. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 34. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 35. Non-Exclusivity.** Nothing contained in this Contract is intended nor shall be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 36. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 37. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 38. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 39. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 40. Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

- 41. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 42. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 43. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 44. Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract 751B4300050 Physical Fitness Testing of Wildland Firefighters

EXHIBIT A – STATEMENT OF WORK

CONTRACT ACTIVITIES

This exhibit identifies the requirements of the Contract.

Background

Department of Natural Resources (DNR) Wildland Firefighters are required, by State policy, to pass an annual physical fitness work capacity test. The fitness test process includes collection of health history and vitals; overseeing fitness exercises consisting of pull-downs, sit-ups, push-ups and a multi-level aerobic treadmill test; and monitoring test individuals during a post-test cool-down period. Because firefighters are subjected to stressful environments, strenuous activities, and long hours, good physical fitness is required to perform the job safely.

1. Contract Activities

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary to conduct and administer Fire Fighter Fitness Testing Program in the Northern Lower Peninsula (NLP).

a. Contractor shall perform pre-test activities:

- i. Oversee completion of Michigan DNR “Health Risk Evaluation” form and “Health Risk Fitness Evaluation” form by each test individual; forms must be completed onsite.
- ii. Collect vitals for each test individual: blood pressure, pulse, height, and weight.
- iii. Conduct resting EKG for each test individual. EKG may be waived at the discretion of the evaluating physician for test individuals retesting within six months of previous EKG.
- iv. Review “Exercise Warning Signs” form with test individual; obtain test individual’s signature on proper form.
- v. Evaluate all information gathered during the pre-test phase and provide Physician’s medical clearance for test individual to participate in fitness test.

b. Contractor shall administer and supervise test exercises as specified in Attachment A - Physical Fitness Testing Guidelines.

- i. Lateral pull down: 20 repetitions of 40 lbs.
- ii. Sit-ups: 11 sit-ups in 30 seconds (minimum standard)
- iii. Push-ups: 10 push-ups in 60 seconds (minimum standard)
- iv. Treadmill test: completion of 4 levels, each level at increased incline.

c. Contractor shall provide post-test services:

- i. Supervise a 10-minute cool down period.
- ii. Perform periodic blood pressure and pulse checks to evaluate test individual’s return to normal before release from testing site.

2. Facility Requirements:

- a.** Contractor’s facility is Mercy Community Health Center located at 2585 W. Houghton Lake Dr., Prudenville, Michigan. Facility is within two hours travel of all DNR Field Offices. DNR Field Office locations range from Bay City to Baldwin on the southern end to Mackinaw City on the northern end, Traverse City to the west and Alpena to the east.

- b. Facility must have separate men's and women's dressing/changing areas available.
- c. Facility's Testing Room:
 - i. Must be a minimum 15 ft. wide x 30 ft. long x 10 ft. high (DNR prefers 10 ft. high ceilings).
 - ii. Must be equipped with a minimum two 220 volt, 20 amp electrical outlets.
 - iii. Must be properly ventilated/air-conditioned, or have windows that open, to provide fresh air, air circulation, and cooling for test individuals.
- d. Facility's Post Test Resting Area:
 - i. Must be a minimum 15 ft. wide x 30 ft. long.
 - ii. Must be properly ventilated/air-conditioned, or have windows that open, to provide fresh air, air circulation, and cooling for test individuals
 - iii. May be included with testing room, provided there is similar square footage available.
- e. Facility must provide an isolated area for conducting on-site EKG.

3. Equipment Requirements for each Facility:

- a. Contractor shall provide a ToughStuff, Apollo 7000 Series or equivalent lateral pull-down machine capable of 40 lbs. resistance.
- b. Contractor shall provide four variable speed Landice L8 or equivalent treadmills capable of elevating to 20% incline. DNR may provide Contractor with up to three treadmills. DNR treadmill equipment must be placed and stored in place in the Contractor's facility and must be reserved for DNR use only.
- c. Contractor shall provide any miscellaneous equipment, including EKG machines, floor mats and padded tables for sit-ups, required for the performance of Contract Activities.

4. Contractor Personnel Requirements: Note: Two DNR staff will be on-site during entire testing period to assist Contractor personnel.

- a. One **Clerk** – shall register test individuals and receive health histories and other related administrative documents. Hospital volunteers will perform duties as Clerk with supervision by a Registered Nurse.
- b. One **Test Administrator** – must be a licensed physician qualified to evaluate test individual's health/history and resting EKG. Test Administrator shall evaluate up to eight individuals per hour for the purpose of providing medical clearance to participate in fitness tests. Test Administrator shall remain onsite during the entire testing period to provide emergency health care to test individuals in the event of a medical emergency. Various physicians will be responsible for Test Administrator duties.
- c. At least one qualified **Health Professional** - shall conduct resting EKG's, intakes, vitals, height, weight, and history for up to eight test individuals per hour. Various staff trained as Respiratory Therapists, ED Technicians, and Cardiac Rehab Technicians shall perform Health Professional duties.
- d. At least one qualified **Advanced Cardiac Life Support (ACLS) certified health professional** - shall directly supervise fitness tests for up to eight test individuals per hour. Various staff trained as Registered Nurses and Cardiac Rehab Technicians and certified in ACLS shall perform ACLS duties.
- e. The Test Administrator and ACLS Health Professional are required to be on-site during the entire testing period. Contractor must have a contingency workplan to cover unplanned absences of the required personnel on a test day. If Contractor must reschedule test date due to Personnel absence, Contractor must notify DNR by 12:00 pm Eastern Time on the business day prior to the scheduled test date. If DNR is not notified as specified, Contractor may be assessed Liquidated Damages (see Exhibit A, Section 11).

5. Additional Staffing Requirements

- a. **Contractor Representative** - The Contractor must appoint one Customer Service individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering services, scheduling, and delivery, etc. (the "Contractor

Representative"). The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm Eastern Time.

6. Test Schedule:

- a. Number of individuals to be tested is estimated and scheduled at a rate of up to eight individuals tested per hour.
- b. Hours for testing are between 7:30 am and 4:30 pm Eastern Time; number of test hours will be dependent on number of test individuals. Hours may be adjusted if agreed by DNR and Contractor.
- c. DNR will contact Contractor, approximately mid-October, to schedule dates in December for annual fitness tests for firefighters. DNR will contact all test candidates, determine the number of individuals to be tested, and contact Contractor at least three (3) business days prior to the test date to provide the schedule of individuals to be tested. Number of test days will be dependent on number of test individuals; days may be adjusted if agreed by DNR and Contractor. Approximately 200-250 individuals are typically tested.
- d. Individuals failing the annual fitness test are scheduled for retest three weeks following their initial test. This retest may also include individuals not tested during the Annual test session. DNR will determine test candidates and contact Contractor to schedule test date. Approximately 25-30 individuals are tested during this first retest session.
- e. Individuals failing the retest session are scheduled for final retest six weeks following their retest. This final retest schedule may also include individuals not previously tested. DNR will determine test candidates and contact Contractor to schedule test date. Approximately 20 individuals are tested during this final retest session.
- f. Annual fitness tests for temporary fire officers, and other individuals who may need to be tested, shall be scheduled in March each year during the Contract term. DNR will contact Contractor, approximately 4 weeks in advance, to schedule test date. DNR will contact all test candidates, determine the number of individuals to be tested, and contact Contractor at least three (3) business days prior to the test date to provide the schedule of individuals to be tested. Approximately 30 individuals are tested during the March annual session.
- g. Tests for new hires are scheduled as needed throughout the year. Reasonable arrangements shall be made to accommodate both the DNR and the Contractor.

7. Reporting Requirements:

- a. Within two weeks of testing date, Contractor must provide to DNR Program Manager, or designee, the qualification scores for each individual tested.
- b. Contractor must maintain confidential test administration file for each individual tested that contains:
 - i. Results from resting EKG;
 - ii. Health/history Questionnaire;
 - iii. Documentation of medical clearance; and
 - iv. Test results – documentation of performance and test results.
- c. Contractor must be prepared to forward confidential test administration file to individual or his/her personal physician upon request.
- d. To meet confidentiality requirements, Contractor shall maintain a copy of test results and other paperwork in the Occupational Health office per a period of three years. After the three year period, the entire chart shall be scanned to a secure medical record file and original paperwork shredded. Files shall be maintained in locked cabinets and are accessible only to Occupational Health office staff.

8. Pricing:

For authorized Services and Price List, see Exhibit B.

Pricing is firm for the entire length of the 33-month base term of the Contract.

Pricing may be subject to change only at the time a Contract renewal is executed. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

9. Ordering:

A Purchase Order is the appropriate authorizing document for ordering and payment of Contract Activities. The State will issue a blanket Purchase Order(s) each year to authorize Contract activities during the current fiscal year. Contract Activities will be performed according to schedules specified by DNR per Exhibit A, Section 6 Test Schedule.

10. Invoices and Payment

- a. All invoices shall reflect actual work done with quantities the actual number of individuals tested and actual number of EKGs evaluated.
- b. All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) quantity; (d) description of the Contract Activities; (e) date Contract Activities performed; (f) unit price; and (g) total price.
- c. Payment terms are Net 45 Days.
- d. The State will only disburse payments for Contract Activities through Electronic Funds Transfer (EFT).

11. Liquidated Damages

If any required Contractor Personnel are absent on a scheduled test date and DNR was not notified by 12:00 pm Eastern time on the prior business day, DNR may cancel Contract Activities for the day. The cancellation will cause loss and damage to the State. It would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if Contract Activities are cancelled due to Contractor failure, the State is entitled to collect liquidated damages to reimburse the State for test individuals' transportation expense incurred to travel to and from the test facility. Transportation expense will be calculated utilizing the State's Standardized Travel Regulations, Section 5.3 Transportation by Private Vehicle and Section 5.4 Transportation by State-Provided Vehicle. Reimbursement rates will be calculated using the current published mileage rates for Private Vehicle use and Vehicle and Travel Service Rates for State-Provided Vehicle use. Mileage used for calculating per mile cost will be actual miles traveled by test individual(s) up to a maximum of 200 miles.

For fiscal year ending September 30, 2014 maximum liquidated damages are \$78.00 per test individual if using Private Vehicle and \$69.86 per test individual if using State-Provided Vehicle.

STATE OF MICHIGAN

Contract 751B4300050 Physical Fitness Testing of Wildland Firefighters

EXHIBIT B - PRICING

Service	Estimated Quantity – per Year	U/M	Unit Price	Extended Price
Resting EKG w/Physician Interpretation	250	Each	\$ <u>50.00</u>	\$ <u>12,500.00</u>
Physician Interpretation of Previous EKG	25	Each	\$ <u>25.00</u>	\$ <u>1,250.00</u>
Fitness Test Completed by Staff	300	Each	\$ <u>40.00</u>	\$ <u>12,000.00</u>
Total Estimated Annual Cost				\$ <u>25,750.00</u>

Attachment A – Physical Fitness Testing Guidelines



Michigan Department of Natural Resources

Physical Fitness Testing Guidelines

September 4, 2008

These guidelines are for the use of Contracted health care personnel administering the Michigan Department of Natural Resources Physical Fitness Testing Program. The guidelines are designed to provide consistency and promote the welfare of the participants involved in the testing procedure.

On the day that DNR fitness testing is to be administered:

1. Have the participant fill out the health risk fitness evaluation and consent statement, and have this signed by the participant.
2. Conduct a pre-testing EKG, and have this reviewed by a physician. The physician should also review the Health Risk Fitness Evaluation questionnaire. If any questions are answered "yes," the participant should be referred to his/her personal physician for clearance before the testing proceeds.

If an individual is taking any medications for heart problems, high blood pressure, asthma, or diabetes, the person should be referred to their personal physician for clearance before proceeding with the testing.

3. Make sure the participant is familiar with the exercise warning signs.
4. Check the pulse and blood pressure of the participant.
5. **Pushup:** Straight knees and back. Start in the down position, extend arms and come back down so upper arm is parallel to the floor. This is one repetition. Repeat 10 times in 60 seconds.
6. **Situp:** Knees bent and feet held down. Start in the down position, hold arms crossed across chest; come up and touch both elbows on knees, then down flat. This is one repetition. Do 11 repetitions, alternating elbows each time, in 30 seconds.
7. **Lateral Pull Down** Grasp bar and pull down to the level of the chin and then back to the starting point. This is one repetition. Twenty repetitions with a 40 pound weight.
8. **Treadmill Test**

Prior to beginning the treadmill test, inform the participant that they are not allowed to grab and hold either the front bar (if the treadmill has one) or the side rails. The side rails may only be used to restore balance. If the participant grabs and holds the front bar (if the treadmill has one) or the side rail, the test will be terminated.

 - a. Stage One: Start with the treadmill set at 2 mph and 6% incline. When the participant steps on the belt, start the time and quickly bring the treadmill to 3.5 mph. The stage lasts for 3 minutes; at the end of the three minutes, reduce the treadmill speed to 2 mph before allowing the participant to step off. Allow the participant one minute of rest, during which time take the participant's pulse.
 - b. Stage Two (**National "Light"**): Start with the treadmill set at 2 mph and 12.3% incline. When the participant steps on the belt, start the time and quickly bring the treadmill to 3.5 mph. The stage lasts for 3 minutes; at the end of the three minutes, reduce the treadmill speed to 2 mph before allowing the participant to step off. Allow the participant one minute of rest, during which time take the participant's pulse.
 - c. Stage Three (**Michigan in-state Passing Stage**): Start with the treadmill set at 2 mph and 17.5% incline. When the participant steps on the belt, start the time and quickly bring the treadmill to 3.5 mph. The stage lasts for 3 minutes; at the end of the three minutes, reduce the treadmill speed to 2 mph before allowing the participant to step off. Allow the participant one minute of rest, during which time take the participant's pulse.
 - d. Stage Four (**National "Arduous"**): Start with the treadmill set at 2 mph and 19.8% incline. When the participant steps on the belt, start the time and quickly bring the treadmill to 4 mph. The stage

lasts for 1 minute; at the end of the one minute, reduce the treadmill speed to 2 mph before allowing the participant to step off.

Take the participant's pulse after each stage with a pulse/ox meter. After stages two and three, also manually take the participant's pulse to check for irregularities. If a person seems to have an irregular pulse where either skipping or extra beats are noted, take the pulse for one minute and note the number of irregular heartbeats on the form. Terminate the test, and refer the individual to their personal physician for additional evaluation.

If the participant's pulse exceeds any of the following suggested pulse rates, watch the participant carefully and terminate the test if the participant has any discomfort, breathing difficulty, dizziness, unsteadiness, or unusual appearance, such as discoloration (either redness or bluish coloration), and most specifically the inability to keep pace with the treadmill.

Age	Suggested Pulse Rate
20 – 29	180 beats per minute or 30 beats per 10 seconds
30 – 39	171 beats per minute or 29 beats per 10 seconds
40 – 49	166 beats per minute or 28 beats per 10 seconds
50 – 59	162 beats per minute or 27 beats per 10 seconds
60+	150 beats per minute or 25 beats per 10 seconds

If the individual is unable to maintain position on the treadmill, and repeatedly drifts toward the rear of the belt, or if they exhibit any of the above mentioned symptoms in trying to maintain the pace, terminate the test.

9. After the completion of the last stage of the test, instruct the participant to remain in the testing room for 10 minutes. During this time, they are to continue to walk around. Check pulse and blood pressure at the end of the 10 minutes. The pulse rate should be below 100 beats per minute (17 beats in 10 seconds) with no irregularities, and the blood pressure should be below 140/90. If the participant exceeds either of these measures, they should be kept for an additional period of time until the pulse and blood pressure return to normal.

Be conservative; err on the side of the participant's safety if you suspect there are any problems. Always refer the participant to their personal physician for additional evaluation and clearance if you suspect there is, or could be, a problem. All clearances from a personal physician **must** be in writing.

Take any participant who exhibits any cardiovascular warning signs or irregular heartbeats that do not resolve within a short period of time to the nearest hospital providing emergency services. Have the participant sit or lie down, and watch the individual closely.

Treadmill Calibration

1. Measure the Incline:

- a. Set the treadmill to the appropriate incline. Measure the length of the treadmill in inches between the center of the feet in the rear, and the center of the belt spindle in the front.
- b. Measure the height of the front of the treadmill in inches between the floor and the center of the belt spindle in the front.
- c. Compute the incline % = $(\text{rise/run}) \times 100 = (\text{height of front spindle/treadmill length}) \times 100$.

2. Measure the speed:

- a. Measure the length of the belt: Measure the distance between the two belt spindles in inches. Measure the diameter of the spindles in inches. Length = $(\text{distance between the spindles}) + (\text{diameter of the spindles} \times 3.1416)$. Convert this distance to feet by multiplying by 12.
- b. Place a piece of tape on the treadmill belt, and another piece of tape adjacent to it on the side of the treadmill. Using a stopwatch, Count how many times the piece of tape goes around in one minute. Measure the distance of any partial revolutions in feet. 3.5 mph = 308 feet/minute; four mph = 352 feet/minute. If the speed is off by more than nine feet/minute, adjust the treadmill speed accordingly.