

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 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 **5**
 to
 Contract Number **071B770028**

CONTRACTOR	STAT COURIER SERVICE, INC.
	16 Hawk Ridge Drive , Ste. 130
	Lake St. Louis, MO 63367
	Natasha Boekholt
	636-561-2518
	nboekholt@stat-courier.com
	CV0051143

STATE	Program Manager	Matthew Bashore	MDHHS
		517-335-8373	
		bashorem@Michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY

MEDICAL SPECIMEN COURIER SERVICES FOR THE MICHIGAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 17, 2016	January 1, 2020	3 - 1 Year	January 1, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,409,985.00	\$0.00	\$4,409,985.00		

DESCRIPTION

Effective March 7, 2021, MidMichigan Medical Center-West Branch is here by Added to Appendix A, All Hospitals in Lower Michigan Monday - Friday Roughts and Appendix A, All Hospitals in Lower Michigan on Scheduled Sunday Routes, per the attached Appendix A - Amendment 3.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement and DTMB Central Procurement Services approval.

APPENDIX A - Amendment 3 - 3/07/2021

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED MONDAY_FRIDAY ROUTES AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
Henry Ford Allegiance	205 N East Ave	Jackson	49201	Jackson	Y	Y
MidMichigan Alpena	1501 West Chisholm St	Alpena	49707	Alpena	Y	
Beaumont Hospital - Dearborn (fka Oakwood Hospital)	18101 Oakwood Blvd	Dearborn	48123	Wayne	Y	Y
Beaumont Hospital - Farmington Hills	28050 Grand River	Farmington Hills	48336	Oakland	Y	
Beaumont Hospital - Grosse Pointe (fka Bon Secours)	468 Cadieux Road	Grosse Pointe	48230	Wayne	Y	
Beaumont Hospital - Royal Oak	3811 W 13 Mile Rd	Royal Oak	48073	Oakland	Y	Y
Beaumont Hospital - Trenton	5450 Fort St	Trenton	48183	Wayne	Y	
Beaumont Hospital - Troy	44201 Dequindre Road	Troy	48098	Oakland	Y	
Beaumont Hospital - Wayne (fka Oakwood Annapolis)	33155 Annapolis St	Wayne	48184	Wayne	Y	
Borgess Medical Center	1521 Gull Road	Kalamazoo	49001	Kalamazoo	Y	Y
Bronson Battle Creek Hospital	175 College	Battle Creek	49037	Calhoun	Y	
Bronson Methodist Hospital	601 John Street	Kalamazoo	49007	Kalamazoo	Y	
Childrens' Hospital of Michigan	3901 Beaubien	Detroit	48201	Wayne	Y	
ProMedica Coldwater Regional Hospital	274 E Chicago Street	Coldwater	49036	Branch	Y	
Covenant Healthcare	1000 Houghton Ave	Saginaw	48602	Saginaw	Y	
Crittenton Hospital	1101 W University Drive	Rochester	48307	Oakland	Y	
DMC Hutzel Hospital	3980 John R St	Detroit	48201	Wayne	Y	
DMC Sinai-Grace Hospital	6071 West Outer Drive	Detroit	48235	Wayne	Y	
Garden City Hospital	6245 N Inkster Rd	Garden City	48135	Wayne	Y	
Genesys Regional Medical Center	One Genesys Parkway	Grand Blanc	48439	Genesee	Y	
Henry Ford Hospital	2799 West Grand Blvd	Detroit	48202	Wayne	Y	Y
Henry Ford Macomb (fka St Joseph Clinton Twp)	15855 19 Mile	Clinton Township	48038	Macomb	Y	
Henry Ford West Bloomfield Hospital	6777 West Maple Road	West Bloomfield	48322		Y	
Henry Ford Wyandotte Hospital	2333 Biddle Avenue	Wyandotte	48192	Wayne	Y	
Hillsdale Hospital	168 S Howell	Hillsdale	49242	Hillsdale	Y	
Holland Hospital	602 Michigan	Holland	49423	Ottawa	Y	
Hurley Medical Center	One Hurley Plaza	Flint	48503	Genesee	Y	Y
Huron Medical Center	1100 S Van Dyke	Bad Axe	48413	Huron	Y	
Huron Valley Sinai Hospital,	1 William Carls Drive	Commerce Township	48382	Oakland	Y	
Lakeland Community Hospital Niles	31 N St Joseph Avenue	Niles	49120	Berrien	Y	
Lakeland Regional Medical Center St Joseph	1234 Napier Avenue	St Joseph	49085	Berrien	Y	
McLaren Bay Region	1900 Columbus Avenue	Bay City	48707	Bay	Y	
McLaren Central Michigan	1221 South Drive	Mt Pleasant	48858	Isabella	Y	
McLaren Flint	401 South Ballenger Highway	Flint	48532	Genesee	Y	
McLaren Greater Lansing (fka Ingham Regional Medical Center)	401 West Greenlawn	Lansing	48910	Ingham	Y	
McLaren Lapeer	1375 N Main St	Lapeer	48446	Lapeer	Y	
McLaren Macomb (fka Mt Clemons RMC)	1000 Harrington	Mt Clemens	48043	Macomb	Y	
McLaren Northern Michigan	416 Connable Ave	Petoskey	49770	Emmet	Y	
McLaren Port Huron	1221 Pine Grove	Purt Huron	48060	St Clair	Y	
Memorial Healthcare Center	826 W King Street	Owosso	48867	Shiawassee	Y	Y
Mercy Health Partners Birth Center	1700 Clinton	Muskegon	49442	Muskegon	Y	
Mercy Health Partners - Hackley Campus Laboratory	1700 Clinton	Muskegon	49442	Muskegon	Y	Y

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Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
Mercy Health Saint Mary's	200 Jefferson SE	Grand Rapids	49503	Kent	Y	
Metro Health Hospital	5900 Byron Center Ave SW	Wyoming	49519	Kent	Y	
MidMichigan Medical Center-Gratiot	300 Warwick Drive	Alma	48801	Gratiot	Y	
MidMichigan Medical Center-Midland	4005 Orchard Dr	Midland	48670	Bay	Y	
MidMichigan Medical Center-West Branch	2463 S. M-30	West Branch	48661	Ogemaw	Y	
Munson Healthcare Cadillac (fka Mercy Hospital-Cadillac)	400 Hobart Street	Cadillac	49601	Wexford	Y	
Munson Healthcare Charlevoix (fka Charlevoix Area Hospital)	14700 Lake Shore Drive	Charlevoix	49720	Charlevoix	Y	
Munson Healthcare Grayling	1100 Michigan Ave.	Grayling	49738	Crawford	Y	
Munson Medical Center	1105 Sixth St	Traverse City	49684	Grand Traverse	Y	Y
North Ottawa Community Hospital	1309 Sheldon Rd	Grand Haven	49417	Ottawa	Y	
Oaklawn Hospital	200 N Madison Ave	Marshall	49068	Calhoun	Y	
Otsego Memorial Hospital	825 N Center St	Gaylord	49735	Ostego	Y	
ProMedica Bixby Hospital	818 Riverside Avenue	Adrian	49221	Lenawee	Y	
ProMedica Monroe Regional (fka Mercy Memorial Hospital)	718 North Macomb St	Monroe	48162	Monroe	Y	
Providence Hospital: Southfield	16001 West 9 Mile Road	Southfield	48075	Oakland	Y	
Providence Park Hospital: Novi	47601 Grand River	Novi	48374	Oakland	Y	
Sparrow Hospital	1215 E Michigan Ave	Lansing	48912	Ingham	Y	
Spectrum Health Big Rapids	605 Oak Street	Big Rapids	49307	Mecosta	Y	Y
Spectrum Health Gerber Memorial Hospital	212 South Sullivan	Fremont	49412	Newaygo	Y	
Spectrum Health Ludington Hospital (fka Memorial Mason County)	One Atkinson Drive	Ludington	49431	Mason	Y	
Spectrum Health Pennock Hospital	1009 W Green	Hastings	49058	Barry	Y	
Spectrum Health Regional Lab (Monday - Friday) This is the pickup location for DeVos and Butterworth M-F)	100 Michigan St NE	Grand Rapids	49503	Kent	Y	
Spectrum Health United Hospital	615 S Bower	Greenville	48838	Montcalm	Y	
Spectrum Health Zeeland Community Hospital	8333 Felch Street	Zeeland	49464	Ottawa	Y	
St John Hospital and Medical Center	22101 Moross Rd	Detroit	48236	Wayne	Y	Y
St John Macomb Hospital	11800 E 12 Mile Rd	Warren	48093	Macomb	Y	
St John River District Hospital	4100 River Road (M29)	East China Township	48054	St Clair	Y	
St Joseph Health System-Tawas	200 Hemlock	Tawas City	48764	Iosco	Y	
St Joseph Mercy Ann Arbor	5301 E Huron River Dr PO Box 995	Ann Arbor	48106	Washtenaw	Y	
St Joseph Mercy Oakland (Pontiac), SJMO	44405 Woodward Ave	Pontiac	48341	Oakland	Y	Y
St Mary Mercy Livonia Hospital	36475 Five Mile	Livonia	48154	Wayne	Y	
Sturgis Hospital	916 Myrtle Avenue	Sturgis	49091	St Joseph	Y	Y
Three Rivers Area Hospital	701 South Health Parkway	Three Rivers	49093	St Joseph	Y	
Munson Healthcare Manistee	1465 East Parkdale Ave	Manistee	49660	Manistee	Y	
Hospitals below need daily M-F pickups but NOT for newborn cards						
Spectrum Health Butterworth Campus (This is the Sunday Pick-up location for DeVos and Butterworth)	100 Michigan St., Phlebotomy Central Rm# 1165	Grand Rapids	49503	Kent		
DMC University Labs (Not a Birthing Hospital)	4201 St Antoine	Detroit	48201	Wayne		

APPENDIX A - Amendment 3 - 3/07/2021

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Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
South Haven Community Hospital (closed birthing unit 5-23-14)	955 S Bailey Ave	South Haven	49090	Van Buren		
Wayne State University at Tolan Park	3901 Chrysler Service Drive	Detroit	48201	Wayne		

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ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED SUNDAY ROUTE AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County
Henry Ford Allegiance	205 N East Ave	Jackson	49201	Jackson
MidMichigan Alpena	1501 West Chisholm St	Alpena	49707	Alpena
Beaumont Hospital - Dearborn (fka Oakwood Hospital)	18101 Oakwood Blvd	Dearborn	48123	Wayne
Beaumont Hospital - Farmington Hills	28050 Grand River	Farmington Hills	48336	Oakland
Beaumont Hospital - Grosse Pointe (fka Bon Secours)	468 Cadieux Road	Grosse Pointe	48230	Wayne
Beaumont Hospital - Royal Oak	3811 W 13 Mile Rd	Royal Oak	48073	Oakland
Beaumont Hospital - Trenton	5450 Fort St	Trenton	48183	Wayne
Beaumont Hospital - Troy	44201 Dequindre Road	Troy	48098	Oakland
Beaumont Hospital - Wayne (fka Oakwood Annapolis)	33155 Annapolis St	Wayne	48184	Wayne
Borgess Medical Center	1521 Gull Road	Kalamazoo	49001	Kalamazoo
Bronson Battle Creek Hospital	175 College	Battle Creek	49037	Calhoun
Bronson Methodist Hospital	601 John Street	Kalamazoo	49007	Kalamazoo
Childrens' Hospital of Michigan	3901 Beaubien	Detroit	48201	Wayne
ProMedica Coldwater Regional Hospital	274 E Chicago Street	Coldwater	49036	Branch
Covenant Healthcare	1000 Houghton Ave	Saginaw	48602	Saginaw
Crittenton Hospital	1101 W University Drive	Rochester	48307	Oakland
DMC Hutzel Hospital	3980 John R St	Detroit	48201	Wayne
DMC Sinai-Grace Hospital	6071 West Outer Drive	Detroit	48235	Wayne
Garden City Hospital	6245 N Inkster Rd	Garden City	48135	Wayne
Genesys Regional Medical Center	One Genesys Parkway	Grand Blanc	48439	Genesee
Henry Ford Hospital	2799 West Grand Blvd	Detroit	48202	Wayne
Henry Ford Macomb (fka St Joseph Clinton Twp)	15855 19 Mile	Clinton Township	48038	Macomb
Henry Ford West Bloomfield Hospital	6777 West Maple Road	West Bloomfield	48322	
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Hillsdale Hospital	168 S Howell	Hillsdale	49242	Hillsdale
Holland Hospital	602 Michigan	Holland	49423	Ottawa
Hurley Medical Center	One Hurley Plaza	Flint	48503	Genesee
Huron Medical Center	1100 S Van Dyke	Bad Axe	48413	Huron
Huron Valley Sinai Hospital,	1 William Carls Drive	Commerce Township	48382	Oakland
Lakeland Community Hospital Niles	31 N St Joseph Avenue	Niles	49120	Berrien
Lakeland Regional Medical Center St Joseph	1234 Napier Avenue	St Joseph	49085	Berrien
McLaren Bay Region	1900 Columbus Avenue	Bay City	48707	Bay
McLaren Central Michigan	1221 South Drive	Mt Pleasant	48858	Isabella
McLaren Flint	401 South Ballenger Highway	Flint	48532	Genesee
McLaren Greater Lansing (fka Ingham Regional Medical Center)	401 West Greenlawn	Lansing	48910	Ingham
McLaren Lapeer	1375 N Main St	Lapeer	48446	Lapeer
McLaren Macomb (fka Mt Clemons RMC)	1000 Harrington	Mt Clemens	48043	Macomb
McLaren Northern Michigan	416 Connable Ave	Petoskey	49770	Emmet

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ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED SUNDAY ROUTE AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County
McLaren Port Huron	1221 Pine Grove	Port Huron	48060	St Clair
Memorial Healthcare Center	826 W King Street	Owosso	48867	Shiawassee
Mercy Health Partners Birth Center	1700 Clinton	Muskegon	49442	Muskegon
Mercy Health Saint Mary's	200 Jefferson SE	Grand Rapids	49503	Kent
Metro Health Hospital	5900 Byron Center Ave SW	Wyoming	49519	Kent
MidMichigan Medical Center-Gratiot	300 Warwick Drive	Alma	48801	Gratiot
MidMichigan Medical Center-Midland	4005 Orchard Dr	Midland	48670	Bay
MidMichigan Medical Center-West Branch	2463 S. M-30	West Branch	48661	Ogemaw
Munson Healthcare Cadillac (fka Mercy Hospital-Cadillac)	400 Hobart Street	Cadillac	49601	Wexford
Munson Healthcare Charlevoix (fka Charlevoix Area Hospital)	14700 Lake Shore Drive	Charlevoix	49720	Charlevoix
Munson Healthcare Grayling	1100 Michigan Ave.	Grayling	49738	Crawford
Munson Medical Center	1105 Sixth St	Traverse City	49684	Grand Traverse
Oaklawn Hospital	200 N Madison Ave	Marshall	49068	Calhoun
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ProMedica Monroe Regional (fka Mercy Memorial Hospital)	718 North Macomb St	Monroe	48162	Monroe
Providence Hospital: Southfield	16001 West 9 Mile Road	Southfield	48075	Oakland
Providence Park Hospital: Novi	47601 Grand River	Novi	48374	Oakland
Sparrow Hospital	1215 E Michigan Ave	Lansing	48912	Ingham
Spectrum Health Big Rapids	605 Oak Street	Big Rapids	49307	Mecosta
Spectrum Health Gerber Memorial Hospital	212 South Sullivan	Fremont	49412	Newaygo
Spectrum Health Ludington Hospital (fka Memorial Mason County)	One Atkinson Drive	Ludington	49431	Mason
Spectrum Health Pennock Hospital	1009 W Green	Hastings	49058	Barry
Spectrum Health Butterworth Campus (This is the Sunday Pick-up location for DeVos and Butterworth)	100 Michigan St., Phlebotomy Central Rm# 1165	Grand Rapids	49503	Kent
Spectrum Health United Hospital	615 S Bower	Greenville	48838	Montcalm
Spectrum Health Zeeland Community Hospital	8333 Felch Street	Zeeland	49464	Ottawa
St John Hospital and Medical Center	22101 Moross Rd	Detroit	48236	Wayne
St John Macomb Hospital	11800 E 12 Mile Rd	Warren	48093	Macomb
St John River District Hospital	4100 River Road (M29)	East China Township	48054	St Clair
St Joseph Health System-Tawas	200 Hemlock	Tawas City	48764	Iosco
St Joseph Mercy Ann Arbor	5301 E Huron River Dr PO Box 995	Ann Arbor	48106	Washtenaw
St Joseph Mercy Oakland (Pontiac), SJMO	44405 Woodward Ave	Pontiac	48341	Oakland
St Mary Mercy Livonia Hospital	36475 Five Mile	Livonia	48154	Wayne
Sturgis Hospital	916 Myrtle Avenue	Sturgis	49091	St Joseph
Three Rivers Area Hospital	701 South Health Parkway	Three Rivers	49093	St Joseph

APPENDIX A - Amendment 3 - 3/07/2021

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED SUNDAY ROUTE AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County
Munson Healthcare Manistee	1465 East Parkdale Ave	Manistee	49660	Manistee



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CENTRAL PROCUREMENT SERVICES
 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 **4**
 to
 Contract Number **071B7700028**

CONTRACTOR	STAT COURIER SERVICE, INC.
	16 Hawk Ridge Drive , Ste. 130
	Lake St. Louis, MO 63367
	Natasha Boekholt
	636-561-2518
	nboekholt@stat-courier.com
	CV0051143

STATE	Program Manager	Matthew Bashore	MDHHS
		517-335-8373	
		bashorem@Michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY

MEDICAL SPECIMEN COURIER SERVICES FOR MDHHS, BUREAU OF LABORATORIES - LOWER PENINSULA

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 17, 2016	January 1, 2020	3 - 1 Year	January 1, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
 N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$4,409,985.00	\$0.00	\$4,409,985.00

DESCRIPTION

Effective January 29, 2021, Appendix B, Health Departments in Lower Michigan on Scheduled Monday - Friday Daily Routes is hereby amended to include Genesee County Health Department - Burton, per the attached Appendix B - Amendment 2.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

APPENDIX B - Amendment 2 - 1-29-2021

HEALTH DEPARTMENTS IN LOWER MICHIGAN ON SCHEDULED M-F DAILY ROUTES AS DETERMINED BY MDHHS

City of Detroit	50 East Canfield	Detroit	MI	48201
Genesee County Health Department - Burton	G3373 South Saginaw Street	Burton	MI	48529
Kalamazoo Co. Human Serv. Department	311 East Alcott Street	Kalamazoo	MI	49048
Kent County Health Department	700 Fuller Avenue	Grand Rapids	MI	49503
Oakland County Health Department	1200 N. Telegraph Road, Department	Pontiac	MI	48341-0432
Saginaw County Health Department	1600 N Michigan Ave.	Saginaw	MI	48602
Calhoun County Health Department	190 E. Michigan Avenue, Ste A-100	Battle Creek	MI	49014
Macomb County Health Department - Mt. Clemens	43525 Elizabeth Road	Mt. Clemens	MI	48043
Macomb County Health Department - Warren	27690 Van Dyke Road	Warren	MI	48093
Muskegon County Health Department	209 East Apple, Suite D104	Muskegon	MI	49442
Wayne County Health Department	33030 Van Born Road	Wayne	MI	48184

ALL HEALTH DEPARTMENTS IN LOWER MICHIGAN THAT MAY NEED OCCASIONAL PICKUP BUT NOT ON REGULAR SCHEDULED ROUTES AS DETERMINED BY MDHHS

Allegan County Health Department	3255 122 nd Ave Ste 200	Allegan	MI	49010
Barry-Eaton District Health Department	1033 Health Care Dr.	Charlotte	MI	48813
Bay County Health Department	1200 Washington Avenue	Bay City	MI	48708
Benzie-Leelanau District H. D.	6051 Frankfort Highway, Ste. 100	Benzonia	MI	49616
Berrien County Health Department - Benton Harbor	769 Pipestone	Benton Harbor	MI	49023
Berrien County Health Department - Niles office	1205 North Frint Street	Niles	MI	49120-0706
Berrien County Health Department - Three Oaks Office	21 N. Elm Stree	Three Oakes	MI	49128
Branch-Hillsdale-St. Joseph - Coldwater	570 Marshall Road	Coldwater	MI	49036
Branch-Hillsdale-St. Joseph - Three Rivers	1110 Hill St.	Three Rivers	MI	49093
Branch-Hillsdale-St. Joseph - Hillsdale	20 Care Dr.	Hillsdale	MI	49242
Cass County Health Department	201 M-62 NORTH	Cassopolis	MI	49031
Central Michigan DHD - Gladwin	103 N Bowery	Gladwin	MI	48624
Central Michigan DHD - Osceola	4329 220th Avenue	Reed City	MI	49677
Central Michigan DHD - Harrison	225 West Main Street	Harrison	MI	48625

APPENDIX B - Amendment 2 - 1-29-2021

Central Michigan DHD - Marion	502 E. Main Street	Marion	MI	49665
Central Michigan DHD - Prudenville	1015 Short Drive	Prudenville	MI	48651
Central Michigan DHD - Standish	3727 Deep River Road	Standish	MI	48658
Central Michigan DHD - Mt. Pleasant	2012 E. Preston Avenue	Mt. Pleasant	MI	48858
District Health Department #10 - Hart	3986 N. Oceana Drive	Hart	MI	49420
District Health Department #10 - Kalkaska	625 Courthouse Drive	Kalkaska	MI	49646
District Health Department #10 - Grayling	501 Norway Street	Grayling	MI	49738
District Health Department #10 - Baldwin	5681 S. M-37	Baldwin	MI	49304
District Health Department #10 - Manistee	385 Third Street	Manistee	MI	49660
District Health Department #10 - Ludington	916 Diana Street	Ludington	MI	49431
District Health Department #10 - Big Rapids	14485 Northland Drive	Big Rapids	MI	49307
District Health Department #10 - Cadillac	521 Cobbs Street	Cadillac	MI	49601
District Health Department #10 - White Cloud	1049 Newell	White Cloud	MI	49349
District Health Department #10 - Lake City	6180 W. Sanborn Road Suite #1	Lake City	MI	49651
District Health Department #2 - West Branch	630 Progress St.	West Branch	MI	48661
District Health Department #2 - Alcona	311 Lake Street	Alcona	MI	48740
District Health Department #2 - Oscoda	393 S. Mt. Tom Road	Oscoda	MI	48647
District Health Department #2 - Iosco	420 W. Lake Street	Tawas City	MI	48764
District Health Department #4 - Alpena	100 Woods Circle	Alpena	MI	49707
District Health Department #4 - Cheboyban	825 S. Huron Street	Cheboyban	MI	49721
District Health Department #4 - Atlanta	12519 State Street	Atlanta	MI	49709
District Health Department #4 - Rogers City	106 E. Huron Street	Rogers City	MI	49779
Genesee County Health Department - Burton	G-3373 South Saginaw Street	Burton	MI	48529
Genesee County Health Department - Flint	630 S. Saginaw Street	Flint	MI	48505-1540
Grand Traverse County Health Department	2600 LaFranier Road	Traverse City	MI	49686
Huron County Health Department	1142 S. Van Dyke	Bad Axe	MI	48413
Ingham County Health Department	5303 S. Cedar, P.O. Box 30161	Lansing	MI	48909
Ionia County Health Department	175 East Adams Street	Ionia	MI	48846
Jackson County Health Department	1715 Lansing Avenue, Suite 221	Jackson	MI	49202
Lapeer County Health Department	1800 Imlay City Road	Lapeer	MI	48446
Lenawee County Health Department	1040 S. Winter, Suite 2328	Adrian	MI	49221-3871
Livingston County Health Department	2300 East Grand River Suite #102	Howell	MI	48843-7578
Macomb County Health Department - Warren	27690 Van Dyke Road	Warren	MI	48093
Midland County Health Department	220 W. Ellsworth Street	Midland	MI	48640
Mid-Michigan District Health Department - St. Johns	1307 E. Townsend Road	St. Johns	MI	48879

APPENDIX B - Amendment 2 - 1-29-2021

Mid-Michigan District Health Department – Ithaca	151 Commerce Drive	Ithaca	MI	48847
Mid-Michigan District Health Department - Stanton	615 N. State Road, Suite 2	Stanton	MI	48888
Monroe County Health Department	2353 S. Custer Road	Monroe	MI	48161
Northwest MI. Com. Health Agency	220 W. Garfield	Charlevoix	MI	49720
Oakland County Health Department - South Office	27725 Greenfield Road	Southfield	MI	48076
Ottawa County Health Department	12251 James Street, Suite 400	Holland	MI	49424
Sanilac County Health Department	171 Dawson Street	Sandusky	MI	48471
Shiawassee County Health Department	149 E. Corunna Avenue, 2 nd Floor	Corunna	MI	48817
St. Clair County Health Department	3415 28th Street	Port Huron	MI	48060
Tuscola County Health Department	1309 Cleaver Road	Caro	MI	48723
Van Buren-Cass District Health Department	57418 County Road 681	Hartford	MI	49057
Washtenaw County Health Department	555 Towner, P.O. Box 915	Ypsilanti	MI	48197-0915
Wayne County Health Department - Taylor	26650 Eureka Road	Taylor	MI	48180



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CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B7700028**

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MEDICAL SPECIMEN COURIER SERVICES FOR THE MICHIGAN

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November 17, 2016	January 1, 2020	3 - 1 Year	January 1, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,409,985.00	\$0.00	\$4,409,985.00		

DESCRIPTION

Effective December 18, 2020, the following amendments are hereby incorporated into this Contract:

- Appendix A, All Hospitals in Lower Michigan on Scheduled Monday - Friday Routes is adding Wayne State University at Tolan Park for clinical specimens, per the attached Appendix A - Amendment 2.
- Appendix A, All Hospitals in Lower Michigan on Scheduled Sunday Route is removing North Ottawa Hospital, per the Attached Appendix A - Amendment 2.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

APPENDIX A - Amendment 2 - 12/18/2020

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED MONDAY_FRIDAY ROUTES AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
Henry Ford Allegiance	205 N East Ave	Jackson	49201	Jackson	Y	Y
MidMichigan Alpena	1501 West Chisholm St	Alpena	49707	Alpena	Y	
Beaumont Hospital - Dearborn (fka Oakwood Hospital)	18101 Oakwood Blvd	Dearborn	48123	Wayne	Y	Y
Beaumont Hospital - Farmington Hills	28050 Grand River	Farmington Hills	48336	Oakland	Y	
Beaumont Hospital - Grosse Pointe (fka Bon Secours)	468 Cadieux Road	Grosse Pointe	48230	Wayne	Y	
Beaumont Hospital - Royal Oak	3811 W 13 Mile Rd	Royal Oak	48073	Oakland	Y	Y
Beaumont Hospital - Trenton	5450 Fort St	Trenton	48183	Wayne	Y	
Beaumont Hospital - Troy	44201 Dequindre Road	Troy	48098	Oakland	Y	
Beaumont Hospital - Wayne (fka Oakwood Annapolis)	33155 Annapolis St	Wayne	48184	Wayne	Y	
Borgess Medical Center	1521 Gull Road	Kalamazoo	49001	Kalamazoo	Y	Y
Bronson Battle Creek Hospital	175 College	Battle Creek	49037	Calhoun	Y	
Bronson Methodist Hospital	601 John Street	Kalamazoo	49007	Kalamazoo	Y	
Childrens' Hospital of Michigan	3901 Beaubien	Detroit	48201	Wayne	Y	
ProMedica Coldwater Regional Hospital	274 E Chicago Street	Coldwater	49036	Branch	Y	
Covenant Healthcare	1000 Houghton Ave	Saginaw	48602	Saginaw	Y	
Crittenton Hospital	1101 W University Drive	Rochester	48307	Oakland	Y	
DMC Hutzel Hospital	3980 John R St	Detroit	48201	Wayne	Y	
DMC Sinai-Grace Hospital	6071 West Outer Drive	Detroit	48235	Wayne	Y	
Garden City Hospital	6245 N Inkster Rd	Garden City	48135	Wayne	Y	
Genesys Regional Medical Center	One Genesys Parkway	Grand Blanc	48439	Genesee	Y	
Henry Ford Hospital	2799 West Grand Blvd	Detroit	48202	Wayne	Y	Y
Henry Ford Macomb (fka St Joseph Clinton Twp)	15855 19 Mile	Clinton Township	48038	Macomb	Y	
Henry Ford West Bloomfield Hospital	6777 West Maple Road	West Bloomfield	48322		Y	
Henry Ford Wyandotte Hospital	2333 Biddle Avenue	Wyandotte	48192	Wayne	Y	
Hillsdale Hospital	168 S Howell	Hillsdale	49242	Hillsdale	Y	
Holland Hospital	602 Michigan	Holland	49423	Ottawa	Y	
Hurley Medical Center	One Hurley Plaza	Flint	48503	Genesee	Y	Y
Huron Medical Center	1100 S Van Dyke	Bad Axe	48413	Huron	Y	
Huron Valley Sinai Hospital,	1 William Carls Drive	Commerce Township	48382	Oakland	Y	
Lakeland Community Hospital Niles	31 N St Joseph Avenue	Niles	49120	Berrien	Y	
Lakeland Regional Medical Center St Joseph	1234 Napier Avenue	St Joseph	49085	Berrien	Y	
McLaren Bay Region	1900 Columbus Avenue	Bay City	48707	Bay	Y	
McLaren Central Michigan	1221 South Drive	Mt Pleasant	48858	Isabella	Y	
McLaren Flint	401 South Ballenger Highway	Flint	48532	Genesee	Y	
McLaren Greater Lansing (fka Ingham Regional Medical Center)	401 West Greenlawn	Lansing	48910	Ingham	Y	
McLaren Lapeer	1375 N Main St	Lapeer	48446	Lapeer	Y	
McLaren Macomb (fka Mt Clemons RMC)	1000 Harrington	Mt Clemens	48043	Macomb	Y	
McLaren Northern Michigan	416 Connable Ave	Petoskey	49770	Emmet	Y	
McLaren Port Huron	1221 Pine Grove	Purt Huron	48060	St Clair	Y	
Memorial Healthcare Center	826 W King Street	Owosso	48867	Shiawassee	Y	Y
Mercy Health Partners Birth Center	1700 Clinton	Muskegon	49442	Muskegon	Y	

APPENDIX A - Amendment 2 - 12/18/2020

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED MONDAY_FRIDAY ROUTES AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
Mercy Health Partners - Hackley Campus Laboratory	1700 Clinton	Muskegon	49442	Muskegon	Y	Y
Mercy Health Saint Mary's	200 Jefferson SE	Grand Rapids	49503	Kent	Y	
Metro Health Hospital	5900 Byron Center Ave SW	Wyoming	49519	Kent	Y	
MidMichigan Medical Center-Gratiot	300 Warwick Drive	Alma	48801	Gratiot	Y	
MidMichigan Medical Center-Midland	4005 Orchard Dr	Midland	48670	Bay	Y	
Munson Healthcare Cadillac (fka Mercy Hospital-Cadillac)	400 Hobart Street	Cadillac	49601	Wexford	Y	
Munson Healthcare Charlevoix (fka Charlevoix Area Hospital)	14700 Lake Shore Drive	Charlevoix	49720	Charlevoix	Y	
Munson Healthcare Grayling	1100 Michigan Ave.	Grayling	49738	Crawford	Y	
Munson Medical Center	1105 Sixth St	Traverse City	49684	Grand Traverse	Y	Y
North Ottawa Community Hospital	1309 Sheldon Rd	Grand Haven	49417	Ottawa	Y	
Oaklawn Hospital	200 N Madison Ave	Marshall	49068	Calhoun	Y	
Otsego Memorial Hospital	825 N Center St	Gaylord	49735	Ostego	Y	
ProMedica Bixby Hospital	818 Riverside Avenue	Adrian	49221	Lenawee	Y	
ProMedica Monroe Regional (fka Mercy Memorial Hospital)	718 North Macomb St	Monroe	48162	Monroe	Y	
Providence Hospital: Southfield	16001 West 9 Mile Road	Southfield	48075	Oakland	Y	
Providence Park Hospital: Novi	47601 Grand River	Novi	48374	Oakland	Y	
Sparrow Hospital	1215 E Michigan Ave	Lansing	48912	Ingham	Y	
Spectrum Health Big Rapids	605 Oak Street	Big Rapids	49307	Mecosta	Y	Y
Spectrum Health Gerber Memorial Hospital	212 South Sullivan	Fremont	49412	Newaygo	Y	
Spectrum Health Ludington Hospital (fka Memorial Mason County)	One Atkinson Drive	Ludington	49431	Mason	Y	
Spectrum Health Pennock Hospital	1009 W Green	Hastings	49058	Barry	Y	
Spectrum Health Regional Lab (Monday - Friday) This is the pickup location for DeVos and Butterworth M-F)	100 Michigan St NE	Grand Rapids	49503	Kent	Y	
Spectrum Health United Hospital	615 S Bower	Greenville	48838	Montcalm	Y	
Spectrum Health Zeeland Community Hospital	8333 Felch Street	Zeeland	49464	Ottawa	Y	
St John Hospital and Medical Center	22101 Moross Rd	Detroit	48236	Wayne	Y	Y
St John Macomb Hospital	11800 E 12 Mile Rd	Warren	48093	Macomb	Y	
St John River District Hospital	4100 River Road (M29)	East China Township	48054	St Clair	Y	
St Joseph Health System-Tawas	200 Hemlock	Tawas City	48764	Iosco	Y	
St Joseph Mercy Ann Arbor	5301 E Huron River Dr PO Box 995	Ann Arbor	48106	Washtenaw	Y	
St Joseph Mercy Oakland (Pontiac), SJMO	44405 Woodward Ave	Pontiac	48341	Oakland	Y	Y
St Mary Mercy Livonia Hospital	36475 Five Mile	Livonia	48154	Wayne	Y	
Sturgis Hospital	916 Myrtle Avenue	Sturgis	49091	St Joseph	Y	Y
Three Rivers Area Hospital	701 South Health Parkway	Three Rivers	49093	St Joseph	Y	
Munson Healthcare Manistee	1465 East Parkdale Ave	Manistee	49660	Manistee	Y	
Hospitals below need daily M-F pickups but NOT for newborn cards						
Spectrum Health Butterworth Campus (This is the Sunday Pick-up location for DeVos and Butterworth)	100 Michigan St., Phlebotomy Central Rm# 1165	Grand Rapids	49503	Kent		

APPENDIX A - Amendment 2 - 12/18/2020

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED MONDAY_FRIDAY ROUTES AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
DMC University Labs (Not a Birthing Hospital)	4201 St Antoine	Detroit	48201	Wayne		
South Haven Community Hospital (closed birthing unit 5-23-14)	955 S Bailey Ave	South Haven	49090	Van Buren		
Wayne State University at Tolan Park	3901 Chrysler Service Drive	Detroit	48201	Wayne		

APPENDIX A - Amendment 2 - 12/18/2020

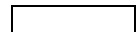
ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED SUNDAY ROUTE AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County
Henry Ford Allegiance	205 N East Ave	Jackson	49201	Jackson
MidMichigan Alpena	1501 West Chisholm St	Alpena	49707	Alpena
Beaumont Hospital - Dearborn (fka Oakwood Hospital)	18101 Oakwood Blvd	Dearborn	48123	Wayne
Beaumont Hospital - Farmington Hills	28050 Grand River	Farmington Hills	48336	Oakland
Beaumont Hospital - Grosse Pointe (fka Bon Secours)	468 Cadieux Road	Grosse Pointe	48230	Wayne
Beaumont Hospital - Royal Oak	3811 W 13 Mile Rd	Royal Oak	48073	Oakland
Beaumont Hospital - Trenton	5450 Fort St	Trenton	48183	Wayne
Beaumont Hospital - Troy	44201 Dequindre Road	Troy	48098	Oakland
Beaumont Hospital - Wayne (fka Oakwood Annapolis)	33155 Annapolis St	Wayne	48184	Wayne
Borgess Medical Center	1521 Gull Road	Kalamazoo	49001	Kalamazoo
Bronson Battle Creek Hospital	175 College	Battle Creek	49037	Calhoun
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ProMedica Coldwater Regional Hospital	274 E Chicago Street	Coldwater	49036	Branch
Covenant Healthcare	1000 Houghton Ave	Saginaw	48602	Saginaw
Crittenton Hospital	1101 W University Drive	Rochester	48307	Oakland
DMC Hutzel Hospital	3980 John R St	Detroit	48201	Wayne
DMC Sinai-Grace Hospital	6071 West Outer Drive	Detroit	48235	Wayne
Garden City Hospital	6245 N Inkster Rd	Garden City	48135	Wayne
Genesys Regional Medical Center	One Genesys Parkway	Grand Blanc	48439	Genesee
Henry Ford Hospital	2799 West Grand Blvd	Detroit	48202	Wayne
Henry Ford Macomb (fka St Joseph Clinton Twp)	15855 19 Mile	Clinton Township	48038	Macomb
Henry Ford West Bloomfield Hospital	6777 West Maple Road	West Bloomfield	48322	
Henry Ford Wyandotte Hospital	2333 Biddle Avenue	Wyandotte	48192	Wayne
Hillsdale Hospital	168 S Howell	Hillsdale	49242	Hillsdale
Holland Hospital	602 Michigan	Holland	49423	Ottawa
Hurley Medical Center	One Hurley Plaza	Flint	48503	Genesee
Huron Medical Center	1100 S Van Dyke	Bad Axe	48413	Huron
Huron Valley Sinai Hospital,	1 William Carls Drive	Commerce Township	48382	Oakland
Lakeland Community Hospital Niles	31 N St Joseph Avenue	Niles	49120	Berrien
Lakeland Regional Medical Center St Joseph	1234 Napier Avenue	St Joseph	49085	Berrien
McLaren Bay Region	1900 Columbus Avenue	Bay City	48707	Bay
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McLaren Flint	401 South Ballenger Highway	Flint	48532	Genesee
McLaren Greater Lansing (fka Ingham Regional Medical Center)	401 West Greenlawn	Lansing	48910	Ingham
McLaren Lapeer	1375 N Main St	Lapeer	48446	Lapeer
McLaren Macomb (fka Mt Clemons RMC)	1000 Harrington	Mt Clemens	48043	Macomb
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McLaren Port Huron	1221 Pine Grove	Purt Huron	48060	St Clair
Memorial Healthcare Center	826 W King Street	Owosso	48867	Shiawassee
Mercy Health Partners Birth Center	1700 Clinton	Muskegon	49442	Muskegon
Mercy Health Saint Mary's	200 Jefferson SE	Grand Rapids	49503	Kent
Metro Health Hospital	5900 Byron Center Ave SW	Wyoming	49519	Kent
MidMichigan Medical Center-Gratiot	300 Warwick Drive	Alma	48801	Gratiot
MidMichigan Medical Center-Midland	4005 Orchard Dr	Midland	48670	Bay

APPENDIX A - Amendment 2 - 12/18/2020

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED SUNDAY ROUTE AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County
Munson Healthcare Cadillac (fka Mercy Hospital-Cadillac)	400 Hobart Street	Cadillac	49601	Wexford
Munson Healthcare Charlevoix (fka Charlevoix Area Hospital)	14700 Lake Shore Drive	Charlevoix	49720	Charlevoix
Munson Healthcare Grayling	1100 Michigan Ave.	Grayling	49738	Crawford
Munson Medical Center	1105 Sixth St	Traverse City	49684	Grand Traverse
Oaklawn Hospital	200 N Madison Ave	Marshall	49068	Calhoun
Otsego Memorial Hospital	825 N Center St	Gaylord	49735	Ostego
ProMedica Bixby Hospital	818 Riverside Avenue	Adrian	49221	Lenawee
ProMedica Monroe Regional (fka Mercy Memorial Hospital)	718 North Macomb St	Monroe	48162	Monroe
Providence Hospital: Southfield	16001 West 9 Mile Road	Southfield	48075	Oakland
Providence Park Hospital: Novi	47601 Grand River	Novi	48374	Oakland
Sparrow Hospital	1215 E Michigan Ave	Lansing	48912	Ingham
Spectrum Health Big Rapids	605 Oak Street	Big Rapids	49307	Mecosta
Spectrum Health Gerber Memorial Hospital	212 South Sullivan	Fremont	49412	Newaygo
Spectrum Health Ludington Hospital (fka Memorial Mason County)	One Atkinson Drive	Ludington	49431	Mason
Spectrum Health Pennock Hospital	1009 W Green	Hastings	49058	Barry
Spectrum Health Butterworth Campus (This is the Sunday Pick-up location for DeVos and Butterworth)	100 Michigan St., Phlebotomy Central Rm# 1165	Grand Rapids	49503	Kent
Spectrum Health United Hospital	615 S Bower	Greenville	48838	Montcalm
Spectrum Health Zeeland Community Hospital	8333 Felch Street	Zeeland	49464	Ottawa
St John Hospital and Medical Center	22101 Moross Rd	Detroit	48236	Wayne
St John Macomb Hospital	11800 E 12 Mile Rd	Warren	48093	Macomb
St John River District Hospital	4100 River Road (M29)	East China Township	48054	St Clair
St Joseph Health System-Tawas	200 Hemlock	Tawas City	48764	Iosco
St Joseph Mercy Ann Arbor	5301 E Huron River Dr PO Box 995	Ann Arbor	48106	Washtenaw
St Joseph Mercy Oakland (Pontiac), SJMO	44405 Woodward Ave	Pontiac	48341	Oakland
St Mary Mercy Livonia Hospital	36475 Five Mile	Livonia	48154	Wayne
Sturgis Hospital	916 Myrtle Avenue	Sturgis	49091	St Joseph
Three Rivers Area Hospital	701 South Health Parkway	Three Rivers	49093	St Joseph
Munson Healthcare Manistee	1465 East Parkdale Ave	Manistee	49660	Manistee





STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 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 **2**
 to
 Contract Number **071B7700028**

CONTRACTOR	STAT COURIER SERVICE, INC.
	16 Hawk Ridge Drive , Ste. 130
	Lake St. Louis, MO 63367
	Natasha Boekholt
	636-561-2518
	nboekholt@stat-courier.com
	CV0051143

STATE	Program Manager	Matthew Bashore	MDHHS
		517-335-8373	
	bashorem@Michigan.gov		
	Contract Administrator	Jillian Yeates	DTMB
(517) 275-1131			
yeatesj@michigan.gov			

CONTRACT SUMMARY

MEDICAL SPECIMEN COURIER SERVICES FOR THE MICHIGAN LOWER PENINSULA			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 17, 2016	January 1, 2020	3 - 1 Year	January 1, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	3 Years	<input type="checkbox"/>		January 1, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,517,600.00	\$1,892,385.00	\$4,409,985.00		

DESCRIPTION

Effective December 17, 2019, this Contract is amended as follows:

- This Contract is exercising all three option years and is increased by \$1,892,385.00. The revised contract expiration date is 1/1/2023.
- The pricing on this Contract is amended per Attachment Exhibit C - Pricing Amended.
- Section 7 of the Standard Contract Terms is hereby deleted and replaced with the following:
 "7. Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all Extended Purchasing Program payments made to Contractor under the Contract including transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card:

 State of MI Admin Fees: <https://www.thepayplace.com/mi/dtmb/adminfee>

 State of Mi MiDEAL Fees: <https://www.thepayplace.com/mi/dtmb/midealfee>

 Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity

and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter. "

4. The following amendments are incorporated into this Contract per attached: Federal Provisions Addendum.
5. The State Program Manager has been changed to Matthew Bashore (Standard Contract Terms, Section 4).

All other terms, conditions, and specifications remain the same. Per Contractor and Agency agreement, Central Procurement Services approval, and State Administrative Board approval on December 17, 2019.

STATE OF MICHIGAN

Contract Number 071B7700028
 Medical Specimen Courier Services

EXHIBIT C
PRICING- Amended
1/1/2020 – 1/1/2023

1. Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that the Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

2. Pricing Table

Service Description	Price Per Stop 2020	Estimated Yearly Frequency of Stops	Estimated Yearly Cost
1. Regularly Scheduled Pick-ups Monday – Friday	\$20.31	21,840	\$443,570.40
2. Regular Scheduled Pick-Ups Sunday	\$27.22	3,975	\$108,199.50
3. “Will-Call” Pick-ups Sunday – Friday	\$85.00	10	\$850.00
5. Saturday Emergency Pick-ups	\$85.00	12	\$1,020.00
TOTAL			\$553,639.90

Service Description	Price Per Stop 2021	Estimated Yearly Frequency of Stops	Estimated Yearly Cost
1. Regularly Scheduled Pick-ups Monday – Friday	\$20.72	21,840	\$452,441.81
2. Regular Scheduled Pick-Ups Sunday	\$27.76	3,975	\$110,363.49
3. “Will-Call” Pick-ups Sunday – Friday	\$86.70	10	\$867.00
5. Saturday Emergency Pick-ups	\$86.70	12	\$1,040.40
TOTAL			\$564,712.70

Service Description	Price Per Stop 2022	Estimated Yearly Frequency of Stops	Estimated Yearly Cost
1. Regularly Scheduled Pick-ups Monday – Friday	\$21.13	21,840	\$461,490.64
2. Regular Scheduled Pick-Ups Sunday	\$28.32	3,975	\$112,570.76
3. “Will-Call” Pick-ups Sunday – Friday	\$88.43	10	\$884.34
5. Saturday Emergency Pick-ups	\$88.43	12	\$1,061.21
TOTAL			\$576,006.95

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CRF Part 60-1.3](#), and except as otherwise may be provided under [41 CRF Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;

- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland “Anti-Kickback” Act

If applicable, the Contractor must comply with the [Copeland “Anti-Kickback” Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the “Byrd Anti-Lobbying Amendment.” Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

[Type name and title]

[Type company name]

Date: _____



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 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 1

to

Contract Number **071B7700028**

CONTRACTOR	STAT COURIER SERVICE, INC.
	16 Hawk Ridge Drive , Ste. 130
	Lake St. Louis, MO 63367
	Natasha Boekholt
	636-561-2518
	nboekholt@stat-courier.com
	CV0051143

STATE	Program Manager	Martha Boehme	MDHHS
		517-335-8074	
		boehmem@Michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY

MEDICAL SPECIMEN COURIER SERVICES FOR THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES, BUREAU OF LABORATORIES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 17, 2016	January 1, 2020	3 - 1 Year	January 1, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,517,600.00	\$0.00	\$2,517,600.00		

DESCRIPTION

Please see the Change Notice Description Below:

Effective January 21, 2019, the following amendments are hereby incorporated into this Contract:

1. The following locations from Appendix A, Mon-Fri Hospital Pickups are hereby amended as follows:
 - Allegiance Health is now known as Henry Ford Allegiance
 - Alpena Regional Medical Center is now known as MidMichigan Alpena
 - Community Health Center Branch County is now known as ProMedica Coldwater Regional Hospital
 - Spectrum Health Regional Lab address has changed to 100 Michigan St NE, Grand Rapids, 49503
 - West Shore Medical is now known as Munson Healthcare Manistee
2. The following locations from Appendix A, Mon-Fri Hospital Pickups are hereby deleted:
 - Sparrow Carson Hospital
 - University of Michigan Hospitals (C S Mott and Von Voigtlander)
3. The following locations from Appendix A, All Hospitals in Lower Michigan on Scheduled Sunday Route as Determined by MDHHS are hereby amended as follows:
 - Allegiance Health is now known as Henry Ford Allegiance
 - Alpena Regional Medical Center is now known as MidMichigan-Alpena
 - Community Health Center Branch County is now known as ProMedica Coldwater Regional Hospital
 - West Shore Medical is now known as Munson Healthcare Manistee
4. The following locations from Appendix A, All Hospitals in Lower Michigan on Schedule Sunday Route as Determined by MDHHS are hereby deleted:
 - Sparrow Carson Hospital
 - University of Michigan Hospitals (C.S. Mott and Von Voigtlander)
5. The following locations from Appendix B, Health Departments in Lower Michigan on Scheduled M-F Daily Routes as Determined by MDHHS, have been amended:
 - Kalamazoo Co. Human Serv. Department is now located at 311 East Alcott Street, Kalamazoo, MI 49048
6. The following locations have been added to Appendix B, Health Departments in Lower Michigan on Schedule M-F Daily Routes as Determined by MDHHS:
 - Macomb County Health Department – Warren, 27690 Van Dyke Road, Warren, MI 48093
7. The remaining locations are hereby deleted and replaced with the attached Appendix A – Amendment 1- 1-21-2019 and Appendix B – Amendment 1 – 1-21-2019.
8. All references to “Purchase Order(s) (PO)” for new requests will hereinafter be referred to as “Delivery Order(s) (DO)” (e.g. Standard Contract Terms, Section 22, Schedule A, Sections VII.1., and VIII.1.).
9. Standard Contract Terms, Section 42 Nondiscrimination is hereby deleted and replaced with the following:

“42. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.”

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

APPENDIX A - Amendment 1 - 1-21-2019

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED MONDAY_FRIDAY ROUTES AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
Henry Ford Allegiance	205 N East Ave	Jackson	49201	Jackson	Y	Y
MidMichigan Alpena	1501 West Chisholm St	Alpena	49707	Alpena	Y	
Beaumont Hospital - Dearborn (fka Oakwood Hospital)	18101 Oakwood Blvd	Dearborn	48123	Wayne	Y	Y
Beaumont Hospital - Farmington Hills	28050 Grand River	Farmington Hills	48336	Oakland	Y	
Beaumont Hospital - Grosse Pointe (fka Bon Secours)	468 Cadieux Road	Grosse Pointe	48230	Wayne	Y	
Beaumont Hospital - Royal Oak	3811 W 13 Mile Rd	Royal Oak	48073	Oakland	Y	Y
Beaumont Hospital - Trenton	5450 Fort St	Trenton	48183	Wayne	Y	
Beaumont Hospital - Troy	44201 Dequindre Road	Troy	48098	Oakland	Y	
Beaumont Hospital - Wayne (fka Oakwood Annapolis)	33155 Annapolis St	Wayne	48184	Wayne	Y	
Borgess Medical Center	1521 Gull Road	Kalamazoo	49001	Kalamazoo	Y	Y
Bronson Battle Creek Hospital	175 College	Battle Creek	49037	Calhoun	Y	
Bronson Methodist Hospital	601 John Street	Kalamazoo	49007	Kalamazoo	Y	
Childrens' Hospital of Michigan	3901 Beaubien	Detroit	48201	Wayne	Y	
ProMedica Coldwater Regional Hospital	274 E Chicago Street	Coldwater	49036	Branch	Y	
Covenant Healthcare	1000 Houghton Ave	Saginaw	48602	Saginaw	Y	
Crittenton Hospital	1101 W University Drive	Rochester	48307	Oakland	Y	
DMC Hutzel Hospital	3980 John R St	Detroit	48201	Wayne	Y	
DMC Sinai-Grace Hospital	6071 West Outer Drive	Detroit	48235	Wayne	Y	
Garden City Hospital	6245 N Inkster Rd	Garden City	48135	Wayne	Y	
Genesys Regional Medical Center	One Genesys Parkway	Grand Blanc	48439	Genesee	Y	
Henry Ford Hospital	2799 West Grand Blvd	Detroit	48202	Wayne	Y	Y
Henry Ford Macomb (fka St Joseph Clinton Twp)	15855 19 Mile	Clinton Township	48038	Macomb	Y	
Henry Ford West Bloomfield Hospital	6777 West Maple Road	West Bloomfield	48322		Y	
Henry Ford Wyandotte Hospital	2333 Biddle Avenue	Wyandotte	48192	Wayne	Y	
Hillsdale Hospital	168 S Howell	Hillsdale	49242	Hillsdale	Y	
Holland Hospital	602 Michigan	Holland	49423	Ottawa	Y	
Hurley Medical Center	One Hurley Plaza	Flint	48503	Genesee	Y	Y
Huron Medical Center	1100 S Van Dyke	Bad Axe	48413	Huron	Y	
Huron Valley Sinai Hospital,	1 William Carls Drive	Commerce Township	48382	Oakland	Y	
Lakeland Community Hospital Niles	31 N St Joseph Avenue	Niles	49120	Berrien	Y	
Lakeland Regional Medical Center St Joseph	1234 Napier Avenue	St Joseph	49085	Berrien	Y	
McLaren Bay Region	1900 Columbus Avenue	Bay City	48707	Bay	Y	
McLaren Central Michigan	1221 South Drive	Mt Pleasant	48858	Isabella	Y	
McLaren Flint	401 South Ballenger Highway	Flint	48532	Genesee	Y	
McLaren Greater Lansing (fka Ingham Regional Medical Center)	401 West Greenlawn	Lansing	48910	Ingham	Y	
McLaren Lapeer	1375 N Main St	Lapeer	48446	Lapeer	Y	
McLaren Macomb (fka Mt Clemons RMC)	1000 Harrington	Mt Clemens	48043	Macomb	Y	
McLaren Northern Michigan	416 Connable Ave	Petoskey	49770	Emmet	Y	
McLaren Port Huron	1221 Pine Grove	Purt Huron	48060	St Clair	Y	
Memorial Healthcare Center	826 W King Street	Owosso	48867	Shiawassee	Y	Y
Mercy Health Partners Birth Center	1700 Clinton	Muskegon	49442	Muskegon	Y	

APPENDIX A - Amendment 1 - 1-21-2019

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED MONDAY_FRIDAY ROUTES AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
Mercy Health Partners - Hackley Campus Laboratory	1700 Clinton	Muskegon	49442	Muskegon	Y	Y
Mercy Health Saint Mary's	200 Jefferson SE	Grand Rapids	49503	Kent	Y	
Metro Health Hospital	5900 Byron Center Ave SW	Wyoming	49519	Kent	Y	
MidMichigan Medical Center-Gratiot	300 Warwick Drive	Alma	48801	Gratiot	Y	
MidMichigan Medical Center-Midland	4005 Orchard Dr	Midland	48670	Bay	Y	
Munson Healthcare Cadillac (fka Mercy Hospital-Cadillac)	400 Hobart Street	Cadillac	49601	Wexford	Y	
Munson Healthcare Charlevoix (fka Charlevoix Area Hospital)	14700 Lake Shore Drive	Charlevoix	49720	Charlevoix	Y	
Munson Healthcare Grayling	1100 Michigan Ave.	Grayling	49738	Crawford	Y	
Munson Medical Center	1105 Sixth St	Traverse City	49684	Grand Traverse	Y	Y
North Ottawa Community Hospital	1309 Sheldon Rd	Grand Haven	49417	Ottawa	Y	
Oaklawn Hospital	200 N Madison Ave	Marshall	49068	Calhoun	Y	
Otsego Memorial Hospital	825 N Center St	Gaylord	49735	Ostego	Y	
ProMedica Bixby Hospital	818 Riverside Avenue	Adrian	49221	Lenawee	Y	
ProMedica Monroe Regional (fka Mercy Memorial Hospital)	718 North Macomb St	Monroe	48162	Monroe	Y	
Providence Hospital: Southfield	16001 West 9 Mile Road	Southfield	48075	Oakland	Y	
Providence Park Hospital: Novi	47601 Grand River	Novi	48374	Oakland	Y	
Sparrow Hospital	1215 E Michigan Ave	Lansing	48912	Ingham	Y	
Spectrum Health Big Rapids	605 Oak Street	Big Rapids	49307	Mecosta	Y	Y
Spectrum Health Gerber Memorial Hospital	212 South Sullivan	Fremont	49412	Newaygo	Y	
Spectrum Health Ludington Hospital (fka Memorial Mason County)	One Atkinson Drive	Ludington	49431	Mason	Y	
Spectrum Health Pennock Hospital	1009 W Green	Hastings	49058	Barry	Y	
Spectrum Health Regional Lab (Monday - Friday) This is the pickup location for DeVos and Butterworth M-F)	100 Michigan St NE	Grand Rapids	49503	Kent	Y	
Spectrum Health United Hospital	615 S Bower	Greenville	48838	Montcalm	Y	
Spectrum Health Zeeland Community Hospital	8333 Felch Street	Zeeland	49464	Ottawa	Y	
St John Hospital and Medical Center	22101 Moross Rd	Detroit	48236	Wayne	Y	Y
St John Macomb Hospital	11800 E 12 Mile Rd	Warren	48093	Macomb	Y	
St John River District Hospital	4100 River Road (M29)	East China Township	48054	St Clair	Y	
St Joseph Health System-Tawas	200 Hemlock	Tawas City	48764	Iosco	Y	
St Joseph Mercy Ann Arbor	5301 E Huron River Dr PO Box 995	Ann Arbor	48106	Washtenaw	Y	
St Joseph Mercy Oakland (Pontiac), SJMO	44405 Woodward Ave	Pontiac	48341	Oakland	Y	Y
St Mary Mercy Livonia Hospital	36475 Five Mile	Livonia	48154	Wayne	Y	
Sturgis Hospital	916 Myrtle Avenue	Sturgis	49091	St Joseph	Y	Y
Three Rivers Area Hospital	701 South Health Parkway	Three Rivers	49093	St Joseph	Y	
Munson Healthcare Manistee	1465 East Parkdale Ave	Manistee	49660	Manistee	Y	
Hospitals below need daily M-F pickups but NOT for newborn cards						
Spectrum Health Butterworth Campus (This is the Sunday Pick-up location for DeVos and Butterworth)	100 Michigan St., Phlebotomy Central Rm# 1165	Grand Rapids	49503	Kent		

APPENDIX A - Amendment 1 - 1-21-2019

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED MONDAY_FRIDAY ROUTES AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
DMC University Labs (Not a Birthing Hospital)	4201 St Antoine	Detroit	48201	Wayne		
South Haven Community Hospital (closed birthing unit 5-23-14)	955 S Bailey Ave	South Haven	49090	Van Buren		

APPENDIX A - Amendment 1 - 1-21-2019

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED SUNDAY ROUTE AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County
Henry Ford Allegiance	205 N East Ave	Jackson	49201	Jackson
MidMichigan Alpena	1501 West Chisholm St	Alpena	49707	Alpena
Beaumont Hospital - Dearborn (fka Oakwood Hospital)	18101 Oakwood Blvd	Dearborn	48123	Wayne
Beaumont Hospital - Farmington Hills	28050 Grand River	Farmington Hills	48336	Oakland
Beaumont Hospital - Grosse Pointe (fka Bon Secours)	468 Cadieux Road	Grosse Pointe	48230	Wayne
Beaumont Hospital - Royal Oak	3811 W 13 Mile Rd	Royal Oak	48073	Oakland
Beaumont Hospital - Trenton	5450 Fort St	Trenton	48183	Wayne
Beaumont Hospital - Troy	44201 Dequindre Road	Troy	48098	Oakland
Beaumont Hospital - Wayne (fka Oakwood Annapolis)	33155 Annapolis St	Wayne	48184	Wayne
Borgess Medical Center	1521 Gull Road	Kalamazoo	49001	Kalamazoo
Bronson Battle Creek Hospital	175 College	Battle Creek	49037	Calhoun
Bronson Methodist Hospital	601 John Street	Kalamazoo	49007	Kalamazoo
Childrens' Hospital of Michigan	3901 Beaubien	Detroit	48201	Wayne
ProMedica Coldwater Regional Hospital	274 E Chicago Street	Coldwater	49036	Branch
Covenant Healthcare	1000 Houghton Ave	Saginaw	48602	Saginaw
Crittenton Hospital	1101 W University Drive	Rochester	48307	Oakland
DMC Hutzel Hospital	3980 John R St	Detroit	48201	Wayne
DMC Sinai-Grace Hospital	6071 West Outer Drive	Detroit	48235	Wayne
Garden City Hospital	6245 N Inkster Rd	Garden City	48135	Wayne
Genesys Regional Medical Center	One Genesys Parkway	Grand Blanc	48439	Genesee
Henry Ford Hospital	2799 West Grand Blvd	Detroit	48202	Wayne
Henry Ford Macomb (fka St Joseph Clinton Twp)	15855 19 Mile	Clinton Township	48038	Macomb
Henry Ford West Bloomfield Hospital	6777 West Maple Road	West Bloomfield	48322	
Henry Ford Wyandotte Hospital	2333 Biddle Avenue	Wyandotte	48192	Wayne
Hillsdale Hospital	168 S Howell	Hillsdale	49242	Hillsdale
Holland Hospital	602 Michigan	Holland	49423	Ottawa
Hurley Medical Center	One Hurley Plaza	Flint	48503	Genesee
Huron Medical Center	1100 S Van Dyke	Bad Axe	48413	Huron
Huron Valley Sinai Hospital,	1 William Carls Drive	Commerce Township	48382	Oakland
Lakeland Community Hospital Niles	31 N St Joseph Avenue	Niles	49120	Berrien
Lakeland Regional Medical Center St Joseph	1234 Napier Avenue	St Joseph	49085	Berrien
McLaren Bay Region	1900 Columbus Avenue	Bay City	48707	Bay
McLaren Central Michigan	1221 South Drive	Mt Pleasant	48858	Isabella
McLaren Flint	401 South Ballenger Highway	Flint	48532	Genesee
McLaren Greater Lansing (fka Ingham Regional Medical Center)	401 West Greenlawn	Lansing	48910	Ingham
McLaren Lapeer	1375 N Main St	Lapeer	48446	Lapeer
McLaren Macomb (fka Mt Clemons RMC)	1000 Harrington	Mt Clemens	48043	Macomb

APPENDIX A - Amendment 1 - 1-21-2019

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED SUNDAY ROUTE AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County
McLaren Northern Michigan	416 Connable Ave	Petoskey	49770	Emmet
McLaren Port Huron	1221 Pine Grove	Purt Huron	48060	St Clair
Memorial Healthcare Center	826 W King Street	Owosso	48867	Shiawassee
Mercy Health Partners Birth Center	1700 Clinton	Muskegon	49442	Muskegon
Mercy Health Saint Mary's	200 Jefferson SE	Grand Rapids	49503	Kent
Metro Health Hospital	5900 Byron Center Ave SW	Wyoming	49519	Kent
MidMichigan Medical Center-Gratiot	300 Warwick Drive	Alma	48801	Gratiot
MidMichigan Medical Center-Midland	4005 Orchard Dr	Midland	48670	Bay
Munson Healthcare Cadillac (fka Mercy Hospital-Cadillac)	400 Hobart Street	Cadillac	49601	Wexford
Munson Healthcare Charlevoix (fka Charlevoix Area Hospital)	14700 Lake Shore Drive	Charlevoix	49720	Charlevoix
Munson Healthcare Grayling	1100 Michigan Ave.	Grayling	49738	Crawford
Munson Medical Center	1105 Sixth St	Traverse City	49684	Grand Traverse
North Ottawa Community Hospital	1309 Sheldon Rd	Grand Haven	49417	Ottawa
Oaklawn Hospital	200 N Madison Ave	Marshall	49068	Calhoun
Otsego Memorial Hospital	825 N Center St	Gaylord	49735	Ostego
ProMedica Bixby Hospital	818 Riverside Avenue	Adrian	49221	Lenawee
ProMedica Monroe Regional (fka Mercy Memorial Hospital)	718 North Macomb St	Monroe	48162	Monroe
Providence Hospital: Southfield	16001 West 9 Mile Road	Southfield	48075	Oakland
Providence Park Hospital: Novi	47601 Grand River	Novi	48374	Oakland
Sparrow Hospital	1215 E Michigan Ave	Lansing	48912	Ingham
Spectrum Health Big Rapids	605 Oak Street	Big Rapids	49307	Mecosta
Spectrum Health Gerber Memorial Hospital	212 South Sullivan	Fremont	49412	Newaygo
Spectrum Health Ludington Hospital (fka Memorial Mason County)	One Atkinson Drive	Ludington	49431	Mason
Spectrum Health Pennock Hospital	1009 W Green	Hastings	49058	Barry
Spectrum Health Butterworth Campus (This is the Sunday Pick-up location for DeVos and Butterworth)	100 Michigan St., Phlebotomy Central Rm# 1165	Grand Rapids	49503	Kent
Spectrum Health United Hospital	615 S Bower	Greenville	48838	Montcalm
Spectrum Health Zeeland Community Hospital	8333 Felch Street	Zeeland	49464	Ottawa
St John Hospital and Medical Center	22101 Moross Rd	Detroit	48236	Wayne
St John Macomb Hospital	11800 E 12 Mile Rd	Warren	48093	Macomb
St John River District Hospital	4100 River Road (M29)	East China Township	48054	St Clair
St Joseph Health System-Tawas	200 Hemlock	Tawas City	48764	Iosco
St Joseph Mercy Ann Arbor	5301 E Huron River Dr PO Box 995	Ann Arbor	48106	Washtenaw
St Joseph Mercy Oakland (Pontiac), SJMO	44405 Woodward Ave	Pontiac	48341	Oakland
St Mary Mercy Livonia Hospital	36475 Five Mile	Livonia	48154	Wayne

APPENDIX A - Amendment 1 - 1-21-2019

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED SUNDAY ROUTE AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County
Sturgis Hospital	916 Myrtle Avenue	Sturgis	49091	St Joseph
Three Rivers Area Hospital	701 South Health Parkway	Three Rivers	49093	St Joseph
Munson Healthcare Manistee	1465 East Parkdale Ave	Manistee	49660	Manistee

APPENDIX B - Amendment 1 - 1-21-2019
HEALTH DEPARTMENTS IN LOWER MICHIGAN ON SCHEDULED M-F DAILY ROUTES
AS DETERMINED BY MDHHS

City of Detroit	50 East Canfield	Detroit	MI	48201
Kalamazoo Co. Human Serv. Department	311 East Alcott Street	Kalamazoo	MI	49048
Kent County Health Department	700 Fuller Avenue	Grand Rapids	MI	49503
Oakland County Health Department	1200 N. Telegraph Road, Department	Pontiac	MI	48341-0432
Saginaw County Health Department	1600 N Michigan Ave.	Saginaw	MI	48602
Calhoun County Health Department	190 E. Michigan Avenue, Ste A-100	Battle Creek	MI	49014
Macomb County Health Department - Mt. Clemens	43525 Elizabeth Road	Mt. Clemens	MI	48043
Macomb County Health Department - Warren	27690 Van Dyke Road	Warren	MI	48093
Muskegon County Health Department	209 East Apple, Suite D104	Muskegon	MI	49442
Wayne County Health Department	33030 Van Born Road	Wayne	MI	48184

**ALL HEALTH DEPARTMENTS IN LOWER MICHIGAN THAT MAY NEED OCCASIONAL PICKUP BUT NOT ON
REGULAR SCHEDULED ROUTES AS DETERMINED BY MDHHS**

Allegan County Health Department	3255 122 nd Ave Ste 200	Allegan	MI	49010
Barry-Eaton District Health Department	1033 Health Care Dr.	Charlotte	MI	48813
Bay County Health Department	1200 Washington Avenue	Bay City	MI	48708
Benzie-Leelanau District H. D.	6051 Frankfort Highway, Ste. 100	Benzonia	MI	49616
Berrien County Health Department - Benton Harbor	769 Pipestone	Benton Harbor	MI	49023
Berrien County Health Department - Niles office	1205 North Frint Street	Niles	MI	49120-0706
Berrien County Health Department - Three Oaks Office	21 N. Elm Stree	Three Oakes	MI	49128
Branch-Hillsdale-St. Joseph - Coldwater	570 Marshall Road	Coldwater	MI	49036
Branch-Hillsdale-St. Joseph - Three Rivers	1110 Hill St.	Three Rivers	MI	49093
Branch-Hillsdale-St. Joseph - Hillsdale	20 Care Dr.	Hillsdale	MI	49242
Cass County Health Department	201 M-62 NORTH	Cassopolis	MI	49031
Central Michigan DHD - Gladwin	103 N Bowery	Gladwin	MI	48624
Central Michigan DHD - Osceola	4329 220th Avenue	Reed City	MI	49677
Central Michigan DHD - Harrison	225 West Main Street	Harrison	MI	48625
Central Michigan DHD - Marion	502 E. Main Street	Marion	MI	49665
Central Michigan DHD - Prudenville	1015 Short Drive	Prudenville	MI	48651
Central Michigan DHD - Standish	3727 Deep River Road	Standish	MI	48658
Central Michigan DHD - Mt. Pleasant	2012 E. Preston Avenue	Mt. Pleasant	MI	48858
District Health Department #10 - Hart	3986 N. Oceana Drive	Hart	MI	49420
District Health Department #10 - Kalkaska	625 Courthouse Drive	Kalkaska	MI	49646
District Health Department #10 - Grayling	501 Norway Street	Grayling	MI	49738
District Health Department #10 - Baldwin	5681 S. M-37	Baldwin	MI	49304
District Health Department #10 - Manistee	385 Third Street	Manistee	MI	49660
District Health Department #10 - Ludington	916 Diana Street	Ludington	MI	49431
District Health Department #10 - Big Rapids	14485 Northland Drive	Big Rapids	MI	49307
District Health Department #10 - Cadillac	521 Cobbs Street	Cadillac	MI	49601
District Health Department #10 - White Cloud	1049 Newell	White Cloud	MI	49349
District Health Department #10 - Lake City	6180 W. Sanborn Road Suite #1	Lake City	MI	49651
District Health Department #2 - West Branch	630 Progress St.	West Branch	MI	48661
District Health Department #2 - Alcona	311 Lake Street	Alcona	MI	48740
District Health Department #2 - Oscoda	393 S. Mt. Tom Road	Oscoda	MI	48647
District Health Department #2 - Iosco	420 W. Lake Street	Tawas City	MI	48764
District Health Department #4 - Alpena	100 Woods Circle	Alpena	MI	49707
District Health Department #4 - Cheboyban	825 S. Huron Street	Cheboyban	MI	49721
District Health Department #4- Atlanta	12519 State Street	Atlanta	MI	49709
District Health Department #4 - Rogers City	106 E. Huron Street	Rogers City	MI	49779
Genesee County Health Department -Burton	G-3373 South Saginaw Street	Burton	MI	48529
Genesee County Health Department - Flint	630 S. Saginaw Street	Flint	MI	48505-1540
Grand Traverse County Health Department	2600 LaFranier Road	Traverse City	MI	49686
Huron County Health Department	1142 S. Van Dyke	Bad Axe	MI	48413
Ingham County Health Department	5303 S. Cedar, P.O. Box 30161	Lansing	MI	48909
Ionia County Health Department	175 East Adams Street	Ionia	MI	48846
Jackson County Health Department	1715 Lansing Avenue, Suite 221	Jackson	MI	49202
Lapeer County Health Department	1800 Imlay City Road	Lapeer	MI	48446

APPENDIX B - Amendment 1 - 1-21-2019
HEALTH DEPARTMENTS IN LOWER MICHIGAN ON SCHEDULED M-F DAILY ROUTES
AS DETERMINED BY MDHHS

Lenawee County Health Department	1040 S. Winter, Suite 2328	Adrian	MI	49221-3871
Livingston County Health Department	2300 East Grand River Suite #102	Howell	MI	48843-7578
Macomb County Health Department - Warren	27690 Van Dyke Road	Warren	MI	48093
Midland County Health Department	220 W. Ellsworth Street	Midland	MI	48640
Mid-Michigan District Health Department - St. Johns	1307 E. Townsend Road	St. Johns	MI	48879
Mid-Michigan District Health Department - Ithaca	151 Commerce Drive	Ithaca	MI	48847
Mid-Michigan District Health Department - Stanton	615 N. State Road, Suite 2	Stanton	MI	48888
Monroe County Health Department	2353 S. Custer Road	Monroe	MI	48161
Northwest MI. Com. Health Agency	220 W. Garfield	Charlevoix	MI	49720
Oakland County Health Department - South Office	27725 Greenfield Road	Southfield	MI	48076
Ottawa County Health Department	12251 James Street, Suite 400	Holland	MI	49424
Sanilac County Health Department	171 Dawson Street	Sandusky	MI	48471
Shiawassee County Health Department	149 E. Corunna Avenue, 2 nd Floor	Corunna	MI	48817
St. Clair County Health Department	3415 28th Street	Port Huron	MI	48060
Tuscola County Health Department	1309 Cleaver Road	Caro	MI	48723
Van Buren-Cass District Health Department	57418 County Road 681	Hartford	MI	49057
Washtenaw County Health Department	555 Towner, P.O. Box 915	Ypsilanti	MI	48197-0915
Wayne County Health Department - Taylor	26650 Eureka Road	Taylor	MI	48180



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
525 W. Allegan, Lansing MI 48913
P.O. Box 30026, Lansing, MI 48909

NOTICE OF NOTICE CONTRACT

CONTRACT NO. **071B7700028**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	STAT Courier Services, Inc.
	16 Hawk Ridge Drive, Ste. 130
	Lake St. Louis, MO 63367
	Natasha Boekholt
	636-561-2518
	nboekholt@stat-courier.com
5043	

STATE	Program Manager	Martha Boehme	DHHS
		517-335-8074	
		boehmem@michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		517-284-7019	
		yeatesj@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Medical Specimen Courier Services for the Michigan Department of Health and Human Services, Bureau of Laboratories.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 17, 2016	January 1, 2020	3, 1-Year	January 1, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #007117B0008928. Orders for delivery will be issued directly by Departments through the issuance of a Purchase Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$2,517,600.00

FOR THE CONTRACTOR:

STAT Courier Services, Inc.
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Tom Falik, Services Division Director
Name & Title

DTMB-Procurement
Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and STAT Courier Service, Inc. (“**Contractor**”), a Missouri Corporation. This Contract is effective on November 17, 2016 (“**Effective Date**”), and unless terminated, expires on January 1, 2020. November 17, 2016 through January 2, 2017 is for transition and implementation. Services will start January 2, 2017.

This Contract may be renewed for up to three (3) one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

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.



<p>If to State: Jillian Yeates 525 W. Allegan Ave. Lansing, MI 48913 yeatesj@michigan.gov 517-284-7019</p>	<p>If to Contractor: Natasha Boekholt, President 16 Hawk Ridge Drive, Ste. 130 Lake St. Louis, MO 63367 nboekholt@stat-courier.com (636) 561-2518</p>
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3. Contract Administrator. The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

<p>State: Jillian Yeates 525 W. Allegan Ave. Lansing, MI 48913 yeatesj@michigan.gov 517-284-7019</p>	<p>Contractor: Natasha Boekholt, President 16 Hawk Ridge Drive, Ste. 130 Lake St. Louis, MO 63367 nboekholt@stat-courier.com (636) 561-2518</p>
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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**”):

<p>State: Martha Boehme 3350 N. Martin Luther King Jr. Blvd. Lansing, MI 48906 boehmem@michigan.gov (517) 335-8074</p>	<p>Contractor: Tresa Agee 16 Hawk Ridge Drive, Ste. 130 Lake St. Louis, MO 63367 tagee@stat-courier.com (636) 695-5519</p>
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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 a company with an A.M. Best rating of "A" or better, and a financial size of VII or better

Required Limits	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 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 0.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per 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; and (2) include Hired and Non-Owned Automobile coverage.
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> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order 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.



This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Extended Purchase Program Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all Extended Purchasing Program payments made to Contractor under the Contract including transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. 9. 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.

- 10. 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.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **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.
13. **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 and provide all necessary documentation and signatures.
14. **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.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **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 23, 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.

17. Reserved.

18. Reserved.

19. Reserved.

20. 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 Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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.

21. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. 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 calendar 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.

23. 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 Section 24, Termination for Convenience.

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.

24. 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 25, 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.

25. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar 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.

26. 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 infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) 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 (d) 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, 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.

27. Infringement Remedies. 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.

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

29. 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.

30. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. Reserved.

32. 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 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 Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Reserved.

34. Reserved.

35. Reserved.

36. Records Maintenance, Inspection, Examination, and Audit. 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 4 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 calendar 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.

37. 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 23, Termination for Cause.

38. 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.

39. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

40. Reserved.

41. Reserved.

42. 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.

43. 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.

44. 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.

45. Non-Exclusivity. Nothing contained in this Contract is intended nor will 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.

46. 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.

47. 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.

- 48. 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.
- 49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 50. Entire Agreement and Order of Precedence.** This Contract, which includes Exhibit A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Exhibit A – Statement of Work; (b) second, Exhibit A – Statement of Work as of the Effective Date; and (c) third, exhibits and schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 51. 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.
- 52. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 53. 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.
- 54. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



STATE OF MICHIGAN

Contract Number 071B7700028
Medical Specimen Courier Services

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

I. Project Request

This is a Contract for the provision of emergency and scheduled non-emergency Human Clinical Specimen Transport Service for Michigan. This service will include transport and delivery of Newborn Screening (NBS) specimens from Michigan birthing hospitals and other clinical specimens submitted for diagnostic or surveillance testing from hospital and public health laboratories located in Michigan to the Michigan Department of Health and Human Services, Bureau of Laboratories (MDHHS, BOL) in Lansing, Michigan. This Contract is for MDHHS, other State Departments and MiDEAL members (authorized local units of government). The Contractor must primarily provide services to MDHHS.

II. Background

This courier service will require two distinct, but related activities: 1) routine, scheduled transport of NBS and clinical specimens; and 2) public health emergency “will-call” transport of clinical specimens.

- 1) Routine pick-up and delivery of clinical specimens: The NBS Laboratory provides critical testing services on all live births (approximately 122,000 annually) in the State of Michigan. These specimens are dried blood spots (DBS) on filter paper and are not subject to the U.S Department of Transportation (DOT) Hazardous Materials Regulations [49 Code of Federal Regulations (CFR) Subtitle B Chapter 1 Subchapter C Hazardous Materials Regulations].

Newborn Screening DBS are packaged by the hospital in bar coded white envelopes provided by the NBS Program and must, without exception, be picked up on a daily basis (Sunday through Friday, including calendar holidays and/or state-recognized holidays) at the birthing hospitals in the Lower Peninsula. A current (as of April 2016) listing of the cities where the birthing hospitals are located is provided as Appendix A.

Hospitals also submit various other types of clinical specimens to the MDHHS, BOL in Lansing. When additional clinical specimens are offered by one of the birthing hospitals they will be picked up and transported at the same time as the NBS, DBS. These additional specimens are typically classified as Biological Substance Category B; and may or may not be considered Materials of Trade under DOT regulation 49 CFR.

Occasionally, specimens classified as Category A Infectious Substance, affecting humans (and subject to Hazardous Materials Regulations, in particular those regulations applicable to Division 6.2 hazardous materials) will also require transport. These will be packaged by trained staff at the submitting agency in accordance with transportation regulations in effect at the time for Category A “Infectious Substance, Affecting Humans”.



Daily scheduled pick-ups (Monday through Friday, excluding calendar holidays and/or state-recognized holidays and rare non-scheduled “will-call” pick-up service as needed) are also required from nine public health laboratories, currently located in Grand Rapids, Pontiac, Kalamazoo, Saginaw, Detroit, Battle Creek, Mt. Clemens, Muskegon, and Wayne..

Most Michigan counties have local public health department locations, and these locations may be added as pick-up sites in the future. A listing of the cities in Lower Michigan where County Health Departments are currently located is provided as Appendix B. A listing of Upper Peninsula pick-up sites is provided in Appendix C.

- 2) Emergency “will-call” transport: The MDHHS, BOL may from time to time require immediate pick-up of clinical specimens in public health emergency situations. This service may be requested by MDHHS, BOL during routine work hours, after hours (after 9:30 PM), on weekends, or on holidays, and may include meeting a third party at the Mackinac Bridge to pick-up specimens transported from the Upper Peninsula by the third party courier.

III. Work and Deliverables

1. Requirements

A. Specimens must be packaged, labeled and transported in such a manner as to comply with all local, State of Michigan, and Federal regulations. This is the responsibility of the submitting hospital or laboratory. The Contractor may refuse to transport a Hazard Division 6.2 specimen that is not properly and safely packaged.

Drivers will inspect each item prior to pick-up to verify that it has been packaged appropriately and is sealed; the courier will not open any item at any point during transport. Specimens and samples will be carefully secured in the vehicle to prevent excess motion and never placed on a dashboard where they may be subject to extreme temperatures. In the event of possible exposure, the courier, while wearing plastic gloves and utilizing the appropriate spill kit supplies, will place the package in a red bio-hazardous bag and notify the Contract Manager, who will then notify the State of the situation.

Personal protective gear will be carried in all vehicles. All vehicles transporting infectious substances will be equipped with a spill kit and drivers will be familiar with spill response techniques. Spill clean-up procedures, including blood borne pathogen identification, transmission methods and prevention, and universal precautions will be covered in the required training.

B. Every attempt will be made to designate a single location within each hospital for specimen pick-up. Some hospitals may require pick-up from possibly more than one location within the facility due to considerations of patient safety and the integrity of clinical specimens. The courier must develop a plan to pick-up specimens at each hospital location as required for efficiency of timely pick-ups. MDHHS will provide contact information for each facility so that the courier may work directly with each hospital on issues involving the location of pick-ups; however, all other communication with the facility regarding issues other than pick-up location must involve the MDHHS contract representative and/or other MDHHS staff member. Contractor must submit pick-up times to the State at least quarterly and when requested by the State.



Contractor's responsible and licensed drivers will be trained in the proper handling and transport of laboratory specimens and experienced in performing their routes. Drivers will complete the same routes each day and service each location at the times agreed upon and approved by MDHHS.

Upon arriving at each location, the courier will use his smartphone to document arrival at the location by scanning the appropriate barcodes. The courier may also obtain a signature from the facility representative via the smartphone's touch screen, acknowledging the information is accurate and that the courier has taken custody of all items. This information will be available to MDHHS through Contractor's website for reporting and invoicing purposes.

Contractor may affix a location barcode on the wall or shelf near the designated pick-up area(s) at each location. The driver will scan the location barcode so that the stop is still recorded in the system for service confirmation and timeliness monitoring.

C. The courier must sign manually or electronically, a receipt log at each location where specimens are picked up. The log will include the date, time, minimal itemization (the number of discrete items picked up -e.g., the number of white envelopes, boxes, bags, etc.), and the envelope number when appropriate – e.g. for newborn screening. A single bag containing multiple specimens would be one item. The Contractor must provide to the State a copy of the log when requested by the State.

Contractor may maintain this information electronically through Contractor's courier software, which is capable of recording each data point specified above, but will also provide logs if desired by MDHHS as a secondary form of verification. If this method is requested or preferred, Contractor will provide a draft log for approval during the implementation period, and submit the completed logs as requested, or upon invoicing.

D. Regularly scheduled pick-up of specimens is required Sunday through Friday, including holidays. Specimen delivery to MDHHS, BOL is required within 18 hours of pick-up and no later than 6:00 AM Monday through Saturday, including holidays.

E. Hospitals, health departments and/or laboratory pick-up sites may be added or removed during the course of this contract, subject to hospital or laboratory business model decisions.

Contractor will accommodate requests to add or remove stops upon written request.

F. Specimens to be transported will be picked up from the designated location or locations and delivered to:
State Laboratory Building
3350 N. Martin Luther King Jr. Blvd
Lansing, MI 48906

G. Specimens from regularly scheduled stops may also be delivered to another State approved local public health laboratory within the service area as defined by an authorized representative of the MDHHS, BOL.



H. Contractor must also provide 24/7/365 coverage for “will-call” emergency transport service as requested. This “will-call” emergency service will cover the entire Lower Peninsula and Upper Peninsula, if available (See Section III.1.K). MDHHS Lansing BOL will make the determination of need for emergency transport and will contact the Contractor directly to arrange pick-up and delivery.

State staff will have the ability to easily enter requests for emergency will-call service through the portal on Contractor’s website, or by contacting Contractor’s Customer Service Department through Contractor’s 24/7/365 toll-free number.

I. The MDHHS, BOL will provide an authorization code to the Contractor that will confirm the validity of a request for emergency service.

J. “Will-call” emergency pick-ups will be delivered to the Lansing MDHHS, BOL as soon as possible, usually within 8 hours or less, but no later than 18 hours after phone request is received by the Contractor.

If a public health emergency requires pick-up from an Upper Peninsula site, the Contractor may be required to meet a third party driver at a northern Lower Peninsula site where the specimen will be handed off by the third party to the Contractor for delivery to MDHHS, BOL. Based on past experience, this type of situation is anticipated once per month or less frequently.

K. Optional: Upper Peninsula pick-ups if available (See Appendix C).

Contractor is capable of providing pick-ups from locations in the Upper Peninsula. Contractor will subcontract these services to MP Transport, as described in Section V.6 below.

L. HIPAA

Contractor must comply with all applicable requirements of HIPAA, as amended including a signed Appendix D – Business Associate Agreement (BAA).

2. Transition

A. Transition Out of Contract - 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 the 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, The Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of the Contractor’s Subcontractors. The Contractor must notify all of Contractor’s Subcontractors of the procedures to be followed during transition phase. The transition phase will be no longer than three months. Additional transition requirements can be found in the Standard Terms and Conditions, Paragraph 25.



- B. Transition Into Contract-** Upon contract award, Contractor will coordinate with the State to develop a formal transition plan, listing specific tasks and a schedule to be accomplished, and specifying individuals responsible for each deliverable.
1. Prior to implementation, Contractor will visit each of the locations with standing daily stops, post the location barcode (described in response to Section III.1.B above), provide contact information for key staff, review the routes and enter them into the routing and scheduling software, and make any route modifications that will improve efficiencies and allow for maximum flexibility.
 2. Contractor will hold a weekly timeline meeting to ensure that goals are met and quickly recognize any plan changes that need to be made. All changes will be reviewed with MDHHS staff. To provide consistent service during transition, Contractor will ensure that every detail is identified and assigned to a specific team member.
 3. During implementation, Contractor will provide MDHHS staff with a welcome letter and training manual outlining the procedures for placing orders, tracking deliveries, policy for handling leaking/damaged or improperly packaged specimens as it relates to OSHA and DOT guidelines, and methods for communication with Contractor. This will include a user guide for Contractor's online system. The welcome letter and manual will be distributed during program implementation and be available online or upon request. In addition, upon request by MDHHS, Contractor will provide in-service training sessions at the larger facilities, and/or WebEx conferences for all locations.
 4. Throughout implementation and the life of the contract, Contractor's customer service staff will explain procedures in detail over the phone to callers who need assistance at any time. If at any time during the contract process changes are made or software is updated, Contractor will work with MDHHS to develop and distribute informative literature via email, web, or hard-copy.

C. Recruiting Drivers

Due to the volume and time-sensitive nature of MDHHS's deliveries, Contractor will hire a team of drivers who will be dedicated solely to the MDHHS program.

3. Training

The Contractor is responsible for certifying that individual transporters are trained for the handling and transport of clinical specimens, including infectious substances in Hazardous Materials Class 6.2. Proof of certified training (i.e., certificates) must be provided upon request by the State. Subcontractors who handle specimens for transport are subject to the same training requirements. The Contractor is responsible for providing the documentation (i.e., certificates) of this training. Certification must be kept up to date, which may require refresher training every two to three years.



IV. Acceptance

1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

The MDHHS Project Manager(s) will be responsible for verifying that delivery of newborn screening cards and other clinical specimens:

- A. Was performed within the time period referenced in the Requirements section III.1.
- B. Was performed according to all Contract specifications and terms.

V. Staffing

1. Contractor Representative

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

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

Contract Manager, Tresa Agee will be the Contractor Representative for the program.

2. Customer Services Phone Number

The Contractor must provide a phone number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

Contract Manager Tresa Agee will be available for calls between the hours of 8 am and 5pm (EST). Contact information is as follows:

Office: 888-592-7828

Email: tagee@stat-courier.com

Direct Line: 636-695-5519

3. Dispatch and Emergency Phone Number

The Contractor must provide a phone number for the State to make contact with the Contractor for support and emergency pick-up services. The Contractor must be available for calls and service 24/7/365.

When providing Transportation Support, the Call Center must provide within one hour of the call an estimated time for an emergency dispatch. For non-emergency dispatches, the response must be within one business day.

Will-Call Dispatch and Emergency Dispatch Phone Number:

Contractor's toll-free number is 888-592-7828. Contractor offers live 24-hour customer service, 365 days a year. In most cases, the call center will provide the estimated time for emergency dispatch during the initial call, but if



a call-back is required, it will occur within one hour of the request for emergency requests, and within one business day for non-emergency requests.

4. Work Hours

A. Regular Pick-Up Schedule

The specimen pick-up schedule is determined by the Contractor and must provide pick-up service Sunday through Friday, including calendar holidays and/or state-recognized holidays. Delivery to MDHHS, BOL must be by 6:00 AM Monday through Saturday, including calendar holidays and/or state-recognized holidays.

B. Emergency Will-Call Pick-Up

The Specimen for emergency will-call pick-ups when requested by MDHHS, BOL during routine work hours, after hours (after 9:30 PM), on weekends, or on holidays, and may include meeting a third party at the Mackinac Bridge to pick-up specimens transported from the Upper Peninsula by the third party courier. See Section III, 1. J-K.

5. Key Personnel

- A.** The Contractor must appoint one individual who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within one business day.
- B.** The State has 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, introduce the individual to the State’s Project Manager, and 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. The State may require a 30-calendar day training period for replacement personnel.
- C.** Contractor will not remove any Key Personnel from their assigned roles on this 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”). An Unauthorized Removal 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. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.



- D. The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

Key Personnel:

Tresa Agee, Contract Manager

Tresa will be responsible for tracking and reporting delivery statistics through Contractor’s Quality Management Program, reporting all performance outcomes to the State, and completing a daily verification audit of the courier service activities. She will oversee the audit and review of all the pertinent paperwork and driver route stats to ensure services are provided efficiently, accurately, and timely. Tresa will be physically located at our corporate headquarters, but will be available for on-site meetings in Michigan upon request. Tresa also oversees the Customer Service Department and all account notifications and customer issues regarding the status of deliveries.

Additional Corporate Staff:

Natasha Boekholt, President - Natasha works with her staff and subcontractors daily to ensure all protocols are met and drivers are performing to their best ability.

Brian Clingen, Logistics Manager - Brian will oversee new driver screening and training, route set-up and review, and ensuring proper protocols are put in place. He will ensure compliance with all applicable laws and regulations and he is proactive in communicating any possible service interruptions. Brian works closely with dispatchers and drivers to ensure all clients’ needs are being addressed and clients are being informed of any and all situations regarding their deliveries.

Michael Nagle, Lead Dispatcher - Michael is responsible for overseeing the effective and efficient dispatch of Contractor drivers, including for both scheduled and on-call services. He evaluates timeliness and performance daily, resolving any service issues that may arise, and continually monitoring the location of all drivers via GPS to ensure consistent, reliable service.

Dana Morton, Lead Customer Service Representative - Dana is Tresa’s backup and Contractor’s Lead Customer Service Representative for all day-to-day inquiries and requests from our clients.

Molly Morrison, Accounting Manager - Should MDHHS have questions regarding billing or claims, Molly will respond with the necessary information.

6. Disclosure of Subcontractors

The Contractor may subcontract out work as needed to provide the defined services. Any subcontractor must conform to the requirements as outlined within this agreement, please see Standard Terms and Conditions Paragraph 10.

If the Contractor intends to utilize Subcontractors, the Contractor must disclose the following:

- A. The legal business name; address; telephone number; a description of Subcontractor’s organization and the services it will provide; and information concerning Subcontractor’s ability to provide the Contract Activities and previous experience in provide Contract Activities.
- B. The relationship of the Subcontractor to the Contractor.
- C. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.



- D. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- E. The price of the Subcontractor's work.

7 Subcontractors

- A. MP Transport 1, Inc., 1660 Glenwood Ln, Ishpeming, MI 49849, 906-250-6634. Subcontractor will provide Optional Upper Peninsula pick-ups per Section III.1.K.

8. Security

Contractor will be subject to the following security procedures:

- A. Drivers and delivery personnel will provide an acceptable and valid identification that includes a photograph at every visit. Photo identification may be in the form of a badge or other identification from the employer/contractor and/or a government-issued identification.
- B. The Contractor's staff will be required to make deliveries to or enter State facilities.
- C. All drivers and delivery personnel will clearly display identification indicating him/herself as an employee of Contractor. All drivers will be uniformed and have a photo ID badge in clear view.
- D. Upon initial recruitment, Contractor's drivers will undergo a full criminal and credit background check. This covers all motor vehicle history and driving records and includes a background check from the Michigan Department of Motor Vehicles. All drivers have accident-free driving records for the past three years and no DUI or DWI history. Contractor will terminate any employee or courier immediately upon notification that the individual was convicted of a felony, or whose conduct is improper, inappropriate, or offensive. Contractor requires all drivers be properly licensed, insured, and capable of providing the requested services. Every courier must have a clean driving record, and be eligible to work within the United States. At all times, each courier is required to carry proof of insurance and a valid driver's license.

VI. Project Management

1. The specimen pick-up schedule is determined and managed by the Contractor; but pick-up service must be provided Sunday through Friday, for delivery to the MDHHS, BOL by 6:00 AM Monday through Saturday, including calendar holidays and/or state-recognized holidays.
2. If the Contractor is unable to make a pick-up or will be late making a delivery to the State, the Contractor must notify the State immediately. The Contractor will notify the State via a designated phone number to be provided by the State.

Should a delay result in a late delivery, an Incident Report will be filed as part of the Quality Improvement (QI) Program. As part of this program, on-time percentages are monitored on a daily, weekly, and monthly basis. Contractor's Contract Manager will notify the State immediately of any late deliveries or missed pick-ups. Contractor's Contract Manager will also take immediate action to notify affected facilities, arrange an



alternative pick-up time if needed, and file an incident report for the late or missed stop. In the event of a missed pickup or package, Contractor will make every effort to re-route a nearby driver to pick-up and deliver the package. If a nearby driver is unavailable, Contractor will dispatch a backup driver. The dispatcher will also arrange for a connection to an existing route or drop-off at a transfer location, to ensure that the item will be delivered on-time. In the event that service cannot be provided due to circumstances out of our control (i.e. road closures), Contractor will attempt to reschedule deliveries at an alternative time whenever possible.

Contractor will provide reliable service by utilizing a contingency plan that ensures coverage during accidents, delays, and inclement weather. In the event of a weather related or other delay, Contractor's Contract Manager and Lead Dispatcher will ensure that routes are updated or rescheduled based upon facility and/or road closures, and communicate this information to the State and affected facilities. This communication will be via phone or email, depending on MDHHS' preference. In the event that service cannot be provided, Contractor will attempt to reschedule deliveries at an alternative time whenever possible. An incident report is filed for any late delivery, and in the unlikely event that service to a location cannot be completed, Contractor will not bill for that stop.

In instances of inclement weather, courier operations will follow the direction of MDHHS. When weather forecasts indicate potential issues, Contractor will be proactive in communicating with the State and utilize large four wheel drive vehicles whenever possible. Contractor ensures that backup drivers are alerted and on standby in the event that route support is needed.

2. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager(s).

Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title with email address of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required for the pick-up schedule including stops and times.

The Contractor must track and log all pick-ups and deliveries. If changes to the schedule of pick-up or delivery are required, the Contractor will use route optimization project plan to support the changes. Any changes must be communicated by phone and a written follow-up to the MDHHS, BOL Project Manager and/or designated representative.

3. Meetings

The State may request meetings, as it deems appropriate.

4. Reporting

The Contractor must submit the following reports to the State:

- a. Tracking logs described in Section III.1.C. Contractor must submit when requested by the State.
 - i. Additional Tracking Capabilities: Contractor's automated software will allow Contractor, and MDHHS-authorized employees, to track the status of drivers. GPS enabled functionality within the smartphone application monitors the drivers' progress minute-by-minute as they complete their routes. Contractor's staff, and MDHHS staff, can log in at any time and watch their courier's movement in real time on the map.



- b. Scheduled Pick-Up times described in Section III.1.B. Contractor must submit at least quarterly and when a change occurs or requested by the State.
- c. Monthly Report of timely/untimely pick-up and deliveries (See Section VI.2.). Contractor must submit within 10 calendar days of month end.
- d. Additional reports may be requested by the State from time to time.

VII. Ordering

1. Authorizing Document

The appropriate authorizing document for the Contract will be a signed blanket purchase order (BPO) as well as an agency issued purchase order (PO).

VIII. Invoice and Payment

1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) quantity; (d) location of pick-up; (e) description of the Contract Activities, including itemized list; (f) unit price; and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

2. Payment Methods

The State will make payment for Contract Activities. Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

IX. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$500 and an additional \$500 per day for each day Contractor fails to remedy the late or improper completion of the Work in Section III.1.



STATE OF MICHIGAN

Contract 071B7700028
Medical Specimen Courier Services

**EXHIBIT B
RESERVED.**



STATE OF MICHIGAN

Contract Number 071B7700028
 Medical Specimen Courier Services

**EXHIBIT C
 PRICING**

1. Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that the Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

2. Pricing Table

Service Description	Price Per Stop	Estimated Yearly Frequency of Stops	Estimated Yearly Cost	Total Contract Cost
1. Regularly Scheduled Pick-ups Monday –Friday	\$18.75	21,840	\$409,500.00	\$1,228,500.00
2. Regular Scheduled Pick-Ups Sunday	\$26.00	3,975	\$103,350.00	\$310,050.00
3. “Will-Call” Pick-ups Sunday – Friday	\$85.00	10	\$850.00	\$2,550.00
5. Saturday Emergency Pick-ups	\$85.00	12	\$1,020.00	\$3,060.00
6. Optional Upper Peninsula Pick-Ups Sunday –Friday	\$130.00	2,496	\$324,480.00	\$973,440.00
GRAND TOTAL				\$2,517,600.00



APPENDIX A

ALL HOSPITALS IN LOWER MICHIGAN ON SCHEDULED MONDAY_ FRIDAY ROUTES AS DETERMINED BY MDHHS

Organization	Address	City	Zip	County	Newborn cards	Infectious Specimens
Allegiance Health (fka Foote)	205 N East Ave	Jackson	49201	Jackson	Y	Y
Alpena Regional Medical Center	1501 West Chisholm St	Alpena	49707	Alpena	Y	
Beaumont Hospital - Dearborn (fka Oakwood Hospital)	18101 Oakwood Blvd	Dearborn	48123	Wayne	Y	Y
Beaumont Hospital - Farmington Hills	28050 Grand River	Farmington Hills	48336	Oakland	Y	
Beaumont Hospital - Grosse Pointe (fka Bon Secours)	468 Cadieux Road	Grosse Pointe	48230	Wayne	Y	
Beaumont Hospital - Royal Oak	3811 W 13 Mile Rd	Royal Oak	48073	Oakland	Y	Y
Beaumont Hospital - Trenton	5450 Fort St	Trenton	48183	Wayne	Y	
Beaumont Hospital - Troy	44201 Dequindre Road	Troy	48098	Oakland	Y	
Beaumont Hospital - Wayne (fka Oakwood Annapolis)	33155 Annapolis St	Wayne	48184	Wayne	Y	
Borgess Medical Center	1521 Gull Road	Kalamazoo	49001	Kalamazoo	Y	Y
Bronson Battle Creek Hospital	175 College	Battle Creek	49037	Calhoun	Y	
Bronson Methodist Hospital	601 John Street	Kalamazoo	49007	Kalamazoo	Y	
Childrens' Hospital of Michigan	3901 Beaubien	Detroit	48201	Wayne	Y	
Community Health Center Branch County	274 E Chicago Street	Coldwater	49036	Branch	Y	
Covenant Healthcare	1000 Houghton Ave	Saginaw	48602	Saginaw	Y	
Crittendon Hospital	1101 W University Drive	Rochester	48307	Oakland	Y	
DMC Hutzel Hospital	3980 John R St	Detroit	48201	Wayne	Y	
DMC Sinai-Grace Hospital	6071 West Outer Drive	Detroit	48235	Wayne	Y	
Garden City Hospital	6245 N Inkster Rd	Garden City	48135	Wayne	Y	
Genesys Regional Medical Center	One Genesys Parkway	Grand Blanc	48439	Genesee	Y	
Henry Ford Hospital	2799 West Grand Blvd	Detroit	48202	Wayne	Y	Y
Henry Ford Macomb (fka St Joseph Clinton Twp)	15855 19 Mile	Clinton Township	48038	Macomb	Y	
Henry Ford West Bloomfield Hospital	6777 West Maple Road	West Bloomfield	48322		Y	
Henry Ford Wyandotte Hospital	2333 Biddle Avenue	Wyandotte	48192	Wayne	Y	
Hillsdale Hospital	168 S Howell	Hillsdale	49242	Hillsdale	Y	
Holland Hospital	602 Michigan	Holland	49423	Ottawa	Y	
Hurley Medical Center	One Hurley Plaza	Flint	48503	Genesee	Y	Y
Huron Medical Center	1100 S Van Dyke	Bad Axe	48413	Huron	Y	
Huron Valley Sinai Hospital,	1 William Carls Drive	Commerce Township	48382	Oakland	Y	
Lakeland Community Hospital Niles	31 N St Joseph Avenue	Niles	49120	Berrien	Y	
Lakeland Regional Medical Center St Joseph	1234 Napier Avenue	St Joseph	49085	Berrien	Y	
McLaren Bay Region	1900 Columbus Avenue	Bay City	48707	Bay	Y	
McLaren Central Michigan	1221 South Drive	Mt Pleasant	48858	Isabella	Y	
McLaren Flint	401 South Ballenger Highway	Flint	48532	Genesee	Y	
McLaren Greater Lansing (fka Ingham Regional Medical Center)	401 West Greenlawn	Lansing	48910	Ingham	Y	
McLaren Lapeer	1375 N Main St	Lapeer	48446	Lapeer	Y	
McLaren Macomb (fka Mt Clemons RMC)	1000 Harrington	Mt Clemens	48043	Macomb	Y	
McLaren Northern Michigan	416 Connable Ave	Petoskey	49770	Emmet	Y	
McLaren Port Huron	1221 Pine Grove	Purt Huron	48060	St Clair	Y	
Memorial Healthcare Center	826 W King Street	Owosso	48867	Shiawassee	Y	Y
Mercy Health Partners Birth Center	1700 Clinton	Muskegon	49442	Muskegon	Y	
Mercy Health Partners - Hackley Campus Laboratory	1700 Clinton	Muskegon	49442	Muskegon	Y	Y
Mercy Health Saint Mary's	200 Jefferson SE	Grand Rapids	49503	Kent	Y	
Metro Health Hospital	5900 Byron Center Ave SW	Wyoming	49519	Kent	Y	
MidMichigan Medical Center-Gratiot	300 Warwick Drive	Alma	48801	Gratiot	Y	
MidMichigan Medical Center-Midland	4005 Orchard Dr	Midland	48670	Bay	Y	
Munson Healthcare Cadillac (fka Mercy Hospital-Cadillac)	400 Hobart Street	Cadillac	49601	Wexford	Y	
Munson Healthcare Charlevoix (fka Charlevoix Area Hospital)	14700 Lake Shore Drive	Charlevoix	49720	Charlevoix	Y	
Munson Healthcare Grayling	1100 Michigan Ave.	Grayling	49738	Crawford	Y	
Munson Medical Center	1105 Sixth St	Traverse City	49684	Traverse	Y	Y
North Ottawa Community Hospital	1309 Sheldon Rd	Grand Haven	49417	Ottawa	Y	
Oaklawn Hospital	200 N Madison Ave	Marshall	49068	Calhoun	Y	
Osego Memorial Hospital	825 N Center St	Gaylord	49735	Ostego	Y	
ProMedica Bixby Hospital	818 Riverside Avenue	Adrian	49221	Lenawee	Y	
ProMedica Monroe Regional (fka Mercy Memorial Hospital)	718 North Macomb St	Monroe	48162	Monroe	Y	
Providence Hospital: Southfield	16001 West 9 Mile Road	Southfield	48075	Oakland	Y	
Providence Park Hospital: Novi	47601 Grand River	Novi	48374	Oakland	Y	
Sparrow Carson Hospital	406 East Elm Street	Carson City	48811	Montcalm	Y	
Sparrow Hospital	1215 E Michigan Ave	Lansing	48912	Ingham	Y	
Spectrum Health Big Rapids	605 Oak Street	Big Rapids	49307	Mecosta	Y	Y
Spectrum Health Gerber Memorial Hospital	212 South Sullivan	Fremont	49412	Newaygo	Y	
Spectrum Health Ludington Hospital (fka Memorial Mason County)	One Atkinson Drive	Ludington	49431	Mason	Y	
Spectrum Health Pennock Hospital	1009 W Green	Hastings	49058	Barry	Y	
Spectrum Health Regional Lab (Monday - Friday) This is the pickup location for DeVos and Butterworth M-F)	35 Michigan St., 7th Floor, Rm# 7420	Grand Rapids	49503	Kent	Y	
Spectrum Health United Hospital	615 S Bower	Greenville	48838	Montcalm	Y	
Spectrum Health Zeeland Community Hospital	8333 Felch Street	Zeeland	49464	Ottawa	Y	
St John Hospital and Medical Center	22101 Moross Rd	Detroit	48236	Wayne	Y	Y
St John Macomb Hospital	11800 E 12 Mile Rd	Warren	48093	Macomb	Y	
St John River District Hospital	4100 River Road (M29)	East China Township	48054	St Clair	Y	
St Joseph Health System-Tawas	200 Hemlock	Tawas City	48764	Iosco	Y	
St Joseph Mercy Ann Arbor	5301 E Huron River Dr PO Box 995	Ann Arbor	48106	Washtenaw	Y	
St Joseph Mercy Oakland (Pontiac), SJMO	44405 Woodward Ave	Pontiac	48341	Oakland	Y	Y
St Mary Mercy Livonia Hospital	36475 Five Mile	Livonia	48154	Wayne	Y	
Sturgis Hospital	916 Myrtle Avenue	Sturgis	49091	St Joseph	Y	Y
Three Rivers Area Hospital	701 South Health Parkway	Three Rivers	49093	St Joseph	Y	
University of Michigan Hospitals (C S Mott and Von Voigtlander Women's) [they are in the same building; same pickup location]	1500 E Medical Center Drive	Ann Arbor	48109	Washtenaw	Y	
West Shore Medical Center	1465 East Parkdale Ave	Manistee	49660	Manistee	Y	
Hospitals below need daily M-F pickups but NOT for newborn cards						
Spectrum Health Butterworth Campus (This is the Sunday Pick-up location for DeVos and Butterworth)	100 Michigan St., Phlebotomy Central Rm# 1165	Grand Rapids	49503	Kent		
DMC University Labs (Not a Birthing Hospital)	4201 St Antoine	Detroit	48201	Wayne		
South Haven Community Hospital (closed birthing unit 5-23-14)	955 S Bailey Ave	South Haven	49090	Van Buren		



APPENDIX B				
HEALTH DEPARTMENTS IN LOWER MICHIGAN ON SCHEDULED M-F DAILY ROUTES				
AS DETERMINED BY MDHHS				
City of Detroit	50 East Canfield	Detroit	MI	48201
Kalamazoo Co. Human Serv. Department	3299 Gull Road, P.O. Box 42	Nazareth	MI	49074
Kent County Health Department	700 Fuller Avenue	Grand Rapids	MI	49503
Oakland County Health Department	1200 N. Telegraph Road, Department	Pontiac	MI	48341-0432
Saginaw County Health Department	1600 N Michigan Ave.	Saginaw	MI	48602
Calhoun County Health Department	190 E. Michigan Avenue, Ste A-100	Battle Creek	MI	49014
Macomb County Health Department - Mt. Clemens	43525 Elizabeth Road	Mt. Clemens	MI	48043
Muskegon County Health Department	209 East Apple, Suite D104	Muskegon	MI	49442
Wayne County Health Department	33030 Van Born Road	Wayne	MI	48184
ALL HEALTH DEPARTMENTS IN LOWER MICHIGAN THAT MAY NEED OCCASIONAL PICKUP BUT NOT ON REGULAR SCHEDULED ROUTES AS DETERMINED BY MDHHS				
Allegan County Health Department	3255 122 nd Ave Ste 200	Allegan	MI	49010
Barry-Eaton District Health Department	1033 Health Care Dr.	Charlotte	MI	48813
Bay County Health Department	1200 Washington Avenue	Bay City	MI	48708
Benzie-Leelanau District H. D.	6051 Frankfort Highway, Ste. 100	Benzonina	MI	49616
Berrien County Health Department - Benton Harbor	769 Pipestone	Benton Harbor	MI	49023
Berrien County Health Department - Niles office	1205 North Frint Street	Niles	MI	49120-0706
Berrien County Health Department - Three Oaks Office	21 N. Elm Stree	Three Oaks	MI	49128
Branch-Hillsdale-St. Joseph - Coldwater	570 Marshall Road	Coldwater	MI	49036
Branch-Hillsdale-St. Joseph - Three Rivers	1110 Hill St.	Three Rivers	MI	49093
Branch-Hillsdale-St. Joseph - Hillsdale	20 Care Dr.	Hillsdale	MI	49242
Cass County Health Department	201 M-62 NORTH	Cassopolis	MI	49031
Central Michigan DHD - Gladwin	103 N Bowery	Gladwin	MI	48624
Central Michigan DHD - Osceola	4329 220th Avenue	Reed City	MI	49677
Central Michigan DHD - Harrison	225 West Main Street	Harrison	MI	48625
Central Michigan DHD - Marion	502 E. Main Street	Marion	MI	49665
Central Michigan DHD - Prudenville	1015 Short Drive	Prudenville	MI	48651
Central Michigan DHD - Standish	3727 Deep River Road	Standish	MI	48658
Central Michigan DHD - Mt. Pleasant	2012 E. Preston Avenue	Mt. Pleasant	MI	48858
District Health Department #10 - Hart	3986 N. Oceana Drive	Hart	MI	49420
District Health Department #10 - Kalkaska	625 Courthouse Drive	Kalkaska	MI	49646
District Health Department #10 - Grayling	501 Norway Street	Grayling	MI	49738
District Health Department #10 - Baldwin	5681 S. M-37	Baldwin	MI	49304
District Health Department #10 - Manistee	385 Third Street	Manistee	MI	49660
District Health Department #10 - Ludington	916 Diana Street	Ludington	MI	49431
District Health Department #10 - Big Rapids	14485 Northland Drive	Big Rapids	MI	49307
District Health Department #10 - Cadillac	521 Cobbs Street	Cadillac	MI	49601
District Health Department #10 - White Cloud	1049 Newell	White Cloud	MI	49349
District Health Department #10 - Lake City	6180 W. Sanborn Road Suite #1	Lake City	MI	49651
District Health Department #2 - West Branch	630 Progress St.	West Branch	MI	48661
District Health Department #2 - Alcona	311 Lake Street	Alcona	MI	48740
District Health Department #2 - Oscoda	393 S. Mt. Tom Road	Oscoda	MI	48647
District Health Department #2 - Iosco	420 W. Lake Street	Tawas City	MI	48764
District Health Department #4 - Alpena	100 Woods Circle	Alpena	MI	49707
District Health Department #4 - Cheboyban	825 S. Huron Street	Cheboyban	MI	49721
District Health Department #4- Atlanta	12519 State Street	Atlanta	MI	49709
District Health Department #4 - Rogers City	106 E. Huron Street	Rogers City	MI	49779
Genesee County Health Department - Burton	G-3373 South Saginaw Street	Burton	MI	48529
Genesee County Health Department - Flint	630 S. Saginaw Street	Flint	MI	48505-1540
Grand Traverse County Health Department	2600 LaFranier Road	Traverse City	MI	49686
Huron County Health Department	1142 S. Van Dyke	Bad Axe	MI	48413
Ingham County Health Department	5303 S. Cedar, P.O. Box 30161	Lansing	MI	48909
Ionia County Health Department	175 East Adams Street	Ionia	MI	48846
Jackson County Health Department	1715 Lansing Avenue, Suite 221	Jackson	MI	49202
Lapeer County Health Department	1800 Imlay City Road	Lapeer	MI	48446
Lenawee County Health Department	1040 S. Winter, Suite 2328	Adrian	MI	49221-3871
Livingston County Health Department	2300 East Grand River Suite #102	Howell	MI	48843-7578
Macomb County Health Department - Warren	27690 Van Dyke Road	Warren	MI	48093
Midland County Health Department	220 W. Ellsworth Street	Midland	MI	48640
Mid-Michigan District Health Department - St. Johns	1307 E. Townsend Road	St. Johns	MI	48879
Mid-Michigan District Health Department - Ithaca	151 Commerce Drive	Ithaca	MI	48847
Mid-Michigan District Health Department - Stanton	615 N. State Road, Suite 2	Stanton	MI	48888
Monroe County Health Department	2353 S. Custer Road	Monroe	MI	48161
Northwest Ml. Com. Health Agency	220 W. Garfield	Charlevoix	MI	49720
Oakland County Health Department - South Office	27725 Greenfield Road	Southfield	MI	48076
Ottawa County Health Department	12251 James Street, Suite 400	Holland	MI	49424
Sanilac County Health Department	171 Dawson Street	Sandusky	MI	48471
Shiawassee County Health Department	149 E. Corunna Avenue, 2 nd Floor	Corunna	MI	48817
St. Clair County Health Department	3415 28th Street	Port Huron	MI	48060
Tuscola County Health Department	1309 Cleaver Road	Caro	MI	48723
Van Buren-Cass District Health Department	57418 County Road 681	Hartford	MI	49057
Washtenaw County Health Department	555 Towner, P.O. Box 915	Ypsilanti	MI	48197-0915
Wayne County Health Department - Taylor	26650 Eureka Road	Taylor	MI	48180



APPENDIX C				
BIRTHING HOSPITALS IN UPPER PENINSULA AS DETERMINED BY MDHHS				
Organization	Address	City	Zip	County
UP HEALTH SYSTEM-BELL	901 LAKESHORE DR	ISHPEMING	49849	Marquette
WAR MEMORIAL HOSPITAL	500 OSBORN BLVD	SAULT STE MARIE	49783	Chippewa
DICKINSON COUNTY HEALTHCARE SYSTEM	1721 SOUTH STEPHENSON AVE	IRON MOUNTAIN	49801	Dickinson
ASPIRUS GRAND VIEW HOSPITAL	U.S. #2, BOX 708	IRONWOOD	49938	Gogebic
ASPIRUS KEWEENAW HOSPITAL	205 OSCEOLA STREET	LAURIUM	49913	Houghton
UP HEALTH SYSTEM-MARQUETTE	580 COLLEGE AVE	MARQUETTE	49855	Marquette
UP HEALTH SYSTEM-PORTAGE	500 CAMPUS DRIVE	HANCOCK	49930	Houghton
ST FRANCIS HOSPITAL	3401 LUDINGTON ST.	ESCANABA	49829	Delta
HOSPITALS IN THE UPPER PENINSULA THAT MAY NEED OCCASIONAL PICKUP BUT NOT ON REGULAR SCHEDULED ROUTES AS DETERMINED BY MDHHS				
Aspirus Ontonagon Hospital	601 S 7th Street	Ontonagon	49953	Ontonagon
Baraga County Memorial Hospital	700 N Main - 18341 US Highway 41	L'Anse	49946	Baraga
Helen Newberry Joy Hospital	502 W Harrie St	Newberry	49868	Luce
Mackinac Straits Hospital	1140 N State Street	St. Ignace	49781	Mackinac
Munising Memorial Hospital	1500 Sand Pt Rd	Munising	49862	Alger
Schoolcraft Memorial Hospital	7870 West Highway 2	Manistique	49854	Schoolcraft
Veterans Affairs Medical Center Iron Mount	325 East H Street	Iron Mountain	49801	Dickinson



Appendix D
HIPAA BUSINESS ASSOCIATE ADDENDUM
 [Rev. 9-20-13]

The parties to this Business Associate Addendum (Addendum) are the State of Michigan, acting by and through the Department of Technology, Management and Budget, on behalf of the Michigan Department of Health and Human Services (State) and STAT Courier Services, Inc. (Contractor). This Addendum supplements and is made a part of the existing contracts between the parties including the following Contract(s): Medical Specimen Courier Services, 071B7700028 (Contract).

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

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

and the Contractor is (check one):

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

RECITALS

- A. Under the terms of the Contract, CE wishes to disclose certain information to Associate, some of which may constitute Protected Health Information or Personally Identifiable Information (collectively, Protected Information). In consideration of the receipt of such information, Associate agrees to protect the privacy and security of the information as set forth in this Addendum.
- B. CE and Associate intend to protect the privacy and provide for the security of Protected Information disclosed to Associate under the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Public Law 111-5, regulations promulgated by the U.S. Department of Health and Human Services (DHHS) (HIPAA Rules) and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with Associate prior to the disclosure of Protected Health Information, as set forth in, but not limited to, 45 CFR Parts 160 and 164 and the HITECH Act, and as otherwise contained in this Addendum.

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

- 1. Definitions.



- a. Except as otherwise defined herein, capitalized terms in this Addendum have the same meaning as those terms under HIPAA, the HITECH Act, and the HIPAA Rules.
- b. “Agent” has the same meaning given to the term under the federal common law of agency.
- c. “Agreement” means the Contract and this Addendum, as read together.
- d. “Breach” means the acquisition, access, Use or Disclosure of Protected Health Information or Personal Identifying Information in a manner not permitted under the Privacy Rule or the Michigan Identify Theft Protection Act, as applicable, which compromises the security or privacy of such information.
- e. “Contract” means the underlying written agreement or purchase order between the parties for the goods or services to which this Addendum is added. Contract also includes all amendments and addendums to the original contract, both effective before and effective after the date of this Addendum.
- f. “Designated Record Set” has the same meaning as the term under 45 CFR §164.501.
- g. “Disclosure” means, the release, transfer, provision of access to, or divulging of Protected Information in any manner outside the entity holding the information.
- h. “Electronic Health Record” has the same meaning as the term under Section 13400 of the HITECH Act.
- i. “Electronic Protected Health Information” or “Electronic PHI” has the same meaning as the term under 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Associate on behalf of CE.
- j. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- k. “HITECH Act” means The Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009, specifically Division A: Title XIII Subtitle D— Privacy, and its corresponding regulations as enacted under the authority of the Act.
- l. “Identity Theft Protection Act” means Public Act 452 of 2004, MCL 445.61, *et seq.*
- m. “Individual” has the same meaning as the term under 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §165.502(g).
- n. “Personal Identifying Information” or “PII” has the same meaning as the term Section 3(q) of the Identity Theft Protection Act.
- o. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.



p. “Protected Health Information” or “PHI” has the meaning given to the term under the Privacy Rule, 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Associate on behalf of CE.

q. “Protected Information” means PHI and PII created, received, maintained or transmitted by Associate on behalf of CE.

r. “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of Protected Information or interference with system operations in an information system.

s. “Security Rule” means the Standards for Security of Electronic Protected Health Information at 45 CFR Part 160 and Subparts A and C of Part 164.

t. “Subcontractor” means a person or entity that creates, receives, maintains, or transmits Protected Information on behalf of Associate and who is now considered a Business Associate, as the latter term is defined in 45 CFR §160.103.

u. “Unsecured Protected Health Information” or “Unsecured PHI” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by DHHS as defined in the Breach Rule, 45 CFR §164.402.

v. “Use” means, with respect to Protected Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

2. Obligations and Activities of Associate.

a. Permitted Uses and Disclosures. Associate may Use and Disclose Protected Information only as necessary to perform services owed CE under the Contract and meet its obligations under this Addendum, provided that such Use or Disclosure would not violate the Privacy Rule, the privacy provisions of the HITECH Act or the Identity Theft Protection Act, if done by CE. All other Uses or Disclosures by Associate not authorized by this Addendum, or by specific written instruction of CE, are prohibited. Except as otherwise limited by this Addendum, Associate may Use and Disclose Protected Information as follows:

- i. Associate may Use Protected Information for the proper management and administration of the Associate or to carry out the legal responsibilities of the Associate.
- ii. Associate may Disclose Protected Information for the proper management and administration of the Associate, provided that Disclosures are Required by Law; or Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used, or further Disclosed, only as Required by Law, or for the purpose for which it was Disclosed to the person, and the person notifies the Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- iii. Associate may Use Protected Health Information to provide Data Aggregation services to CE for the Health Care Operations of CE, as permitted by 45 CFR



§164.504(e)(2)(i)(B). Associate agrees that said services shall not be provided in a manner that would result in Disclosure of Protected Health Information to another CE who was not the originator or lawful possessor of said information. Further, Associate agrees that any such wrongful Disclosure of Protected Health Information constitutes a Breach and shall be reported to CE in accordance with this Addendum.

- iv. Associate may Use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1).

b. Appropriate Safeguards. Associate must implement appropriate safeguards to protect against the Use or Disclosure of Protected Information other than as permitted by this Addendum so as to comply with the HIPAA Rules, the HITECH Act, and applicable state laws and maintain written policies concerning the same. Associate must implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information, including specifically Electronic PHI, as provided for in the Security Rule and as mandated by Section 13401 of the HITECH Act. These safeguards shall include, at minimum:

- i. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of CE under this Addendum.

- ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the National Institute of Standards and Technology (NIST) in NIST 800-53, Recommended Security Controls for Federal Information Systems, Annex 2: Consolidated Security Controls-Moderate Baseline. The oldest acceptable version is the most recently approved version of NIST that has been approved for 6 months or more; however, Associate is encouraged to adopt newly approved versions of NIST as soon as practicable. If Associate chooses to use the Control Objectives for Information and Related Technology (COBIT), Information Systems Audit and Control Association (ISACA), or International Organization for Standardization (ISO) standards, Associate must demonstrate and document how each aspect of the chosen standard comports with the applicable version of NIST and make such documentation available to CE upon request. If Associate uses a standard other than those described in this subsection, Associate must demonstrate and document how each aspect of the chosen standard comports with the appropriate version of NIST and present to CE for review and approval. Additionally, whichever standard is chosen must comport with HIPAA Rules, including specifically the Security Rule and Privacy Rule.

- iii. Achieving and maintaining compliance with the Michigan Information Technology Security Policies set forth by the Office of Michigan Cyber Security and Infrastructure Protection.

- iv. In case of a conflict between any of the security standards contained in any of these enumerated sources, the most stringent shall apply. The most stringent means those safeguards that provide the highest level of protection to Protected Information from unauthorized Disclosure. Further, Associate must comply with changes to these standards that occur after the effective date of this Addendum.

- v. Upon request, Associate must provide CE with all information security and privacy policies, disaster recovery and business continuity policies, network connectivity diagrams, and all other security measures implemented by Associate.



c. Security Incidents. Associate must notify and report to CE in the manner described herein any Security Incident, whether actual or suspected, and any Use or Disclosure of Protected Information in violation of this Addendum, and take the following actions:

- i. Notice to CE. Associate must notify CE, via e-mail and telephone, within five (5) business days of the discovery of any Security Incident or any Use or Disclosure of Protected Information in violation of this Addendum. Associate must follow its notification to CE with a report that meets the requirements outlined immediately below.
- ii. Investigation; Report to CE. Associate must promptly investigate any Security Incident. Within ten (10) business days of the discovery, Associate must submit a preliminary report to CE identifying, to the extent known at the time, any information relevant to ascertaining the nature and scope of the Security Incident. Within fifteen (15) business days of the discovery of the Security Incident and unless otherwise directed by CE in writing, Associate must provide a complete report of the investigation to CE. Such report shall identify, to the extent possible: (a) each individual whose Protected Information has been, or is reasonably believed by Associate to have been accessed, acquired, Used or Disclosed; (b) the type of Protected Information accessed, Used or Disclosed (e.g., name, social security number, date of birth) and whether such information was Unsecured; (c) who made the access, Use, or Disclosure; and (d) an assessment of all known factors relevant to a determination of whether a Breach occurred under applicable provisions of HIPAA, the HIPAA Rules, the HITECH Act, or a Breach of Security under the Identity Theft Protection Act, and any other applicable federal or state regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and contain any improper Use or Disclosure. If CE requests information in addition to that listed in the report, Associate shall make reasonable efforts to provide CE with such information. Associate agrees that CE reserves the right to review and recommend changes to any corrective action plan and make a final determination as to whether a Breach of PHI or PII occurred and whether any notifications may be required under applicable state or federal regulations, including Section 13402 of the HITECH Act. In the event of a Breach of Unsecured PHI, as determined by CE, Associate agrees, consistent with 45 CFR §164.404(c), Section 13402 of the HITECH Act and Section 12 of the Identity Theft Protection Act, as applicable, to provide CE with information and documentation in its control necessary to meet the requirements of said sections, and in a manner and format to be reasonably specified by CE.
- iii. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a Security Incident or a Use or Disclosure of Protected Information in violation of the requirements of this Addendum. Associate must take: (a) prompt corrective action to cure any such violation and (b) any other action pertaining to such unauthorized Use or Disclosure required by applicable federal and state laws and regulations.

d. Responsibility for Notifications. If the cause of a Breach of Protected Information is attributable to Associate or its Agents or Subcontractors, Associate is responsible for all required reporting and notifications of the Breach as specified in and in accordance with Section 13402 of the HITECH Act and the



Identity Theft Protection Act, as applicable, unless CE notifies Associate in writing that CE intends to be responsible for said reporting and notifications. In all cases, CE's authorized representative shall approve the time, manner, and content of any such notification and its approval must be obtained before the notification is made. In the event of such Breach, and without limiting Associate's obligations of indemnification as further described in this Addendum, Associate must indemnify, defend, and hold harmless CE for any and all claims or losses, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from CE in connection with the occurrence.

e. Associate's Agents and Subcontractors. If Associate uses one or more Subcontractors or Agents to provide services under the Agreement, and such Agents or Subcontractors receive or have access to Protected Information, each Subcontractor or Agent must sign an agreement with Associate containing substantially the same provisions as this Addendum and in conformance with 45 CFR §164.504(e)(2), and to assume toward Associate all of the obligations and responsibilities that the Associate, by this Addendum, assumes toward CE. Associate agrees to provide said Agents or Subcontractors PHI in accordance with the HIPAA Rules, the HITECH Act, and PII in accordance with applicable federal and state law and must: (i) implement and maintain sanctions against Subcontractors and Agents that violate such restrictions and conditions; and (ii) mitigate, to the extent practicable, the effects of any such violation.

f. Access to Protected Health Information. Associate agrees to make PHI regarding an Individual maintained by Associate or its Agents or Subcontractors in a Designated Record Set available to such Individual for inspection and copying in order to meet CE's obligations under 45 CFR §164.524. An Individual's request for access must be submitted on standard request forms available from Associate. If CE receives a request for access, CE, in addition to addressing the request on its behalf, will forward the request in writing to Associate in a timely manner. If Associate or its Agents or Subcontractors maintain Electronic Health Records for CE, then Associate must provide, where applicable, electronic access to the Electronic Health Records to CE.

g. Amendment of Protected Health Information. Associate agrees to make any amendment(s) to PHI in a Designated Record Set to meet CE's obligations under 45 CFR §164.526. An Individual's amendment request must be submitted on standard forms available from Associate. If CE receives a request for an amendment, CE, in addition to addressing the request on its behalf, will forward the request in writing to Associate in a timely manner.

h. Accounting Rights. Associate agrees to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528. Associate must maintain necessary and sufficient documentation of Disclosures of PHI and information related to such Disclosures as would be required for CE to respond to a request by an Individual for an accounting of Disclosures under 45 CFR §164.528. An Individual's request for a report of accounting must be submitted on standard request forms available from Associate. If CE receives a request for an accounting, CE, in addition to addressing the request on its own behalf, will forward the request in writing to Associate in a timely manner. Associate must also comply with the requirements of Section 13405(c) of the HITECH Act, as applicable.

i. Access to Records and Internal Practices. Unless otherwise protected or prohibited from discovery or Disclosure by law, Associate must make its internal practices, books, and records, including policies and procedures (collectively, Compliance Information), relating to the Use or Disclosure of PHI and PII and the protection of same, available to CE or to the Secretary of DHHS (Secretary) for purposes of the Secretary determining CE's compliance with the HIPAA Rules and the HITECH Act. Associate shall have a



reasonable time within which to comply with requests for such access, consistent with this Addendum. In no case shall access be required in less than five (5) business days after Associate's receipt of such request, unless otherwise designated by the Secretary.

j. Minimum Necessary. Associate (and its Agents or Subcontractors) shall only request, Use and Disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule, including, but not limited to 45 CFR §§ 164.502(b) and 164.514(d) and the HITECH Act.

k. Compliance.

- i. To the extent that Associate carries out one or more of CE's obligations under the HIPAA Rules, Associate must comply with all requirements that would be applicable to CE.
- ii. Associate must honor all restrictions consistent with 45 CFR §164.522 that CE or the Individual makes Associate aware of, including the Individual's right to restrict certain Disclosures of PHI to a health plan where the Individual pays out of pocket or in full for the healthcare item or service, in accordance with Section 13405(a) of the HITECH Act.

l. Data Ownership. Unless otherwise specified in this Addendum, Associate agrees that Associate has no ownership rights with respect to the Protected Information and that CE retains all rights with respect to ownership of such information. Associate further agrees not to receive remuneration, directly or indirectly, in exchange for Protected Information, except with the prior written consent of CE.

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

n. Destruction of Protected Information. Associate must implement policies and procedures for the final disposition of Protected Information, including electronic PHI, and the hardware and equipment on which it is stored, including but not limited to, removal before re-Use, in accordance with the Security Rule, the HITECH Act, and other applicable laws relating to the final disposition of Protected Information.

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



Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under this Addendum. If Associate is the subject of an audit, compliance review, or complaint investigation by DHHS that is related to the performance of its obligations pursuant to this Addendum, Associate must notify CE and provide CE with a copy of any PHI that Associate provides to DHHS concurrently with providing such information to DHHS. If, as a result of an audit or other investigation of Associate, DHHS assesses any civil penalties, Associate shall pay such penalties.

- p. Audit Findings. Associate must implement any appropriate Safeguards, as identified by CE in an audit conducted under paragraph 2(o).
- q. Reserved.
- r. Safeguards During Transmission. Associate must utilize safeguards that reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of Protected Information transmitted to CE under this Addendum, in accordance with the standards and requirements of the HIPAA Rules and other applicable federal or state regulations, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.
- s. Due Diligence. Associate must exercise due diligence and take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HIPAA Rules, the HITECH Act and other applicable laws or regulations pertaining to Protected Information, and that its Agents, Subcontractors and vendors are in compliance with their obligations as required by this Addendum.
- t. Sanctions and Penalties. Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act, the HIPAA Rules or any other state or federal regulation that is applicable to Associate may result in the imposition of sanctions or penalties on Associate under HIPAA, the HIPAA Rules, the HITECH Act, or any other applicable laws or regulations pertaining to PHI and PII.
- u. Indemnification. Associate shall indemnify, hold harmless and defend CE from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Associate or its Agents or Subcontractors in connection with the representations, duties, and obligations of Associate under this Addendum, including but not limited to any unauthorized Use or Disclosure of Protected Information. This includes credit-monitoring services, third party audits of Associate's handling and remediation of the Breach, and reimbursement for State employee time spent handling the Security Incident, as reasonably deemed appropriate by CE. The parties' respective rights and obligations under this subsection shall survive termination of the Agreement.

3. Obligations of CE.

- a. Safeguards During Transmission. CE must utilize safeguards that reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of Protected Information transmitted to Associate under this Addendum, in accordance with the standards and requirements of the HIPAA Rules and other applicable federal or state regulations, until such Protected Information is received by Associate, and in accordance with any specifications set forth in Attachment A.



b. Notice of Limitations and Changes. CE must notify Associate of any limitations in its notice of privacy practices in accordance with 45 CFR §164.520, or any restriction to the Use or Disclosure of PHI that CE has agreed to in accordance with 45 CFR §164.528, to the extent that such limitation may affect Associate's Use or Disclosure of PHI. CE must also notify Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI of which it becomes aware, to the extent that such changes may affect Associate's Use or Disclosure of PHI.

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

5. Termination.

a. Material Breach. Except as otherwise provided in the Contract, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Agreement and provide grounds for CE to terminate the Agreement for cause, subject to section 5(b):

i. Default. If Associate refuses or fails to timely perform any of the provisions of this Addendum, CE may notify Associate in writing of the non-performance, and if not corrected within thirty (30) days, CE may immediately terminate the Agreement. Associate agrees to continue performance of the Agreement to the extent it is not terminated.

ii. Duties. Notwithstanding termination of the Agreement, and subject to any reasonable directions from the CE, Associate agrees to take timely, reasonable and necessary action to protect and preserve property in the possession of the Associate in which CE has an interest.

iii. Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action or inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Contract had been terminated for convenience, as described in this Addendum or in the Contract.

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

c. Reserved.

d. Effect of Termination.

(i) At the direction of CE, and except as provided in section 5(d)(ii), upon termination of the Agreement for any reason, Associate must return or destroy all Protected Information that Associate or its Agents or Subcontractors still maintain in any form, and shall retain no copies of such information. If CE



directs Associate to destroy the Protected Information, Associate must certify in writing to CE that such information has been destroyed. If CE directs associate to return such information, Associate must do so promptly in any format reasonably specified by CE.

(ii) If Associate believes that returning or destroying the Protected Information is not feasible, including but not limited to, a finding that record retention requirements provided by law make return or destruction infeasible, Associate must promptly provide CE written notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate must continue to extend the protections of this Addendum to such information, and must limit further Use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible.

6. Reserved.

7. No Waiver of Immunity. No term or condition of this Addendum shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of applicable laws, including the Michigan Governmental Immunity Act, MCL 691.1401, *et seq.*, the Court of Claims Act, MCL 600.6401, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq.*, or the common law, as applicable, as now in effect or hereafter amended.

8. Reserved.

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

10. Reserved.

11. Amendment.

a. Amendment to Comply with Law. The parties agree to take such action as is necessary to amend this Addendum from time to time as may be necessary for CE and Associate to comply with and implement the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the Breach Rule, the HITECH Act, the Identity Theft Protection Act, and other applicable laws relating to the security or privacy of PHI and PII. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the Breach Rule, the HITECH Act, the Identity Theft Protection Act, or other applicable laws. Either party may terminate the Agreement upon thirty (30) days written notice if (i) the other does not promptly enter into negotiations to amend this Agreement when requested by the requesting party under this Section or (ii) the non-requesting party does not enter into an amendment to this Agreement when requested providing assurances regarding the safeguarding of PHI and PII that the requesting party, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA Rules, the HITECH Act, the Identity Theft Protection Act, and other applicable laws.



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

12. Assistance in Litigation or Administrative Proceedings. Associate must make itself, and any Subcontractors, employees or Agents assisting it in the performance of its obligations under this Addendum available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against a party, its directors, officers or employees, departments, agencies, or divisions based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA Rules, the Identity Theft Protection Act, or other laws relating to security and privacy of Protected Information, except where the other party or its Subcontractor, employee or Agent is a named adverse party.

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

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

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

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

17. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 2(d) (Responsibility for Notifications), Section 2(u) (Indemnification), Section 5(d) (Effect of Termination), Section 12 (Assistance in Litigation or Administrative Proceedings), Section 13 (No Third Party Beneficiaries), and applicable record retention laws shall survive termination of this Agreement and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

18. Representatives and Notice.



a. Representatives. For the purpose of this Addendum, the individuals identified in the Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Addendum. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. Except as otherwise provided in this Addendum, all required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative:

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

Business Associate Representative:

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

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

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

Associate

Covered Entity

[INSERT NAME]

[INSERT NAME]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



ATTACHMENT A to Appendix D - HIPAA BAA

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

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

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

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

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

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

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

Associate

Covered Entity

[INSERT NAME]

[INSERT NAME]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____