



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 **7**

to

Contract Number **071B6600017**

CONTRACTOR	J & B MEDICAL SUPPLY INC
	50496 W. Pontiac Trail
	Wixom, MI 48393
	Julian Shaya
	248-896-6205
	jshaya@jandbmedical.com
	CV0039601

STATE	Program Manager	Kim Hanson	MDHHS
		517-373-0931	
		hansonk@michigan.gov	
	Contract Administrator	Sue Cieciva	DTMB
		(517) 249-0458	
		ciecivas@michigan.gov	

CONTRACT SUMMARY

MAIL ORDER INCONTINENCE SUPPLIES AND SERVICES FOR THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2016	December 31, 2018	2 - 1 Year	December 31, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" 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 checked="" type="checkbox"/>	Six Months	June 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$63,258,193.71	\$5,800,000.00	\$69,058,193.71		

DESCRIPTION

Effective July 7, 2020, this Contract is hereby extended six months, and is increased by \$5,800,000.00. The revised Contract expiration date is June 30, 2021.

In addition, the federal provisions are hereby revised, per attached Federal Provisions Addendum.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB, Central Procurement Services approval, and State Administrative Board approval on July 7, 2020.

Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, 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. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) 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"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, 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, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

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, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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 and the Federal Water Pollution Control 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](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding 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](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), "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](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.
2. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, J & B Medical Supply Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **071B6600017**

CONTRACTOR	J & B MEDICAL SUPPLY INC
	50496 W. Pontiac Trail
	Wixom, MI 48393
	Julian Shaya
	248-896-6205
	jshaya@jandbmedical.com
	CV0039601

STATE	Program Manager	Kim Hanson	MDHHS
		517-373-0931	
		hansonk@michigan.gov	
	Contract Administrator	Sue Ciecwa	DTMB
		(517) 249-0458	
		ciecwas@michigan.gov	

CONTRACT SUMMARY

MAIL ORDER INCONTINENCE SUPPLIES AND SERVICES FOR THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2016	December 31, 2018	2 - 1 Year	December 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" 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"/>	One Year	<input type="checkbox"/>		December 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,658,193.71	\$12,600,000.00	\$63,258,193.71		

DESCRIPTION

Effective June 11, 2019, this Contract is exercising the second option year and is increased by \$12,600,000.00. The revised contract expiration date is December 31, 2020.

Standard Contract Terms, Section 41. Nondiscrimination is hereby changed to:

41. **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.

Effective February 1, 2019, revised Exhibit C, Pricing (including the Wisconsin pricing amendment) is attached.

The following Referenced Brand/Manufacturer is added to Item No. 28, HCPC Code T4522 Adult size brief / diaper medium, each:

Referenced Brand/Manufacturer
SCA67320, 32-44"

The following Referenced Brand/Manufacturer is added to Item No. 29, HCPC Code T4523 Adult size brief / diaper large, each:

Referenced Brand/Manufacturer
SCA67330, 40-56"

The following Referenced Brand/Manufacturer is added to Item No. 30, HCPC Code T4524 Adult size brief / diaper x-large, each:

Referenced Brand/Manufacturer
SCA67340, 52-62"

The following Referenced Brand/Manufacturer is discontinued and deleted from Item No. 54, HCPC Code T4544 Adult pull on, X-large:

Referenced Brand/Manufacturer
COV1630

The following Referenced Brand/Manufacturer is added to Item No. 54, HCPC Code T4544 Adult pull on, X-large, each:

Referenced Brand/Manufacturer
COV1560P

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, Central Procurement Services approval and State Administrative Board approval on June 11, 2019.

Contract No. 071B6600017
Mail Order Incontinence Supplies and Services

EXHIBIT C
PRICING UPDATE

Item No.	Unit	HCPC Code	Description	Monthly Quantity Limit	Unit Cost Per Item	Referenced Brands/Manufacturers
1	EA	A4310	Insertion tray without drainage bag and without catheter (accessories only)	2	\$1.68	AMSINO AS880 10 CC, AMSINO AS890 30 CC Bard 802010, Bard 802030
2	EA	A4311	Insertion tray without drainage bag with indwelling catheter, foley type, two-way latex with coating, (Teflon, silicone, silicone elastomer or hydrophilic, etc.)	2	\$3.55	Bard 800 Series
3	EA	A4312	Insertion tray without drainage bag with indwelling catheter, foley type, two-way, all silicone	2	\$3.75	Bard 720000 Series
4	EA	A4314	Insertion tray with drainage bag with indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.)	2	\$3.25	Bard 802016, Bard 802018
5	EA	A4315	Insertion tray with drainage bag, with indwelling catheter, foley type, two-way, all silicone	2	\$5.00	Covidien 6900 Series, Covidien 6950 Bard 897214, Bard 897216, Bard 897218
6	EA	A4320	Irrigation tray with bulb or piston syringe, any purpose	30	\$0.82	AMSINO AS130 (Bulb), AMSINO AS136 (Piston), Covidien 67803
7	EA	A4322	Irrigation syringe, bulb or piston, each	30	\$0.44	Amsino AS011 (Bulb), Bard 750379
8	EA	A4349	Male external catheter (G)	96	\$0.62	Coloplast 5000 Series, Coloplast 8000 Series
9	EA	A4349	Male external catheter (G) with adhesive strip, each	96		Coloplast 7200 Series
10	EA	A4326	Male external catheter, specialty type, e.g., inflatable, faceplate, etc. each	30	\$0.88	Hollister 9811, Hollister 9873
11	EA	A4328	Female external urinary collection device; pouch, each	10	\$2.25	Hollister 9840
12	EA	A4330	Perianal fecal collection pouch with adhesive, each	10	\$6.11	Hollister 9821, 9822, Convatec 650078
13	EA	A4331	Extension drainage tubing, any type, any length, with urinary leg	4	\$1.55	Coloplast 475, AMSINO AS311

			bag or urostomy pouch, each			
14	EA	A4333	Urinary catheter anchoring device, adhesive skin attachment	4	\$0.70	M.C. Johnson 5445-2, M.C., Johnson 5445-3
15	EA	A4334	Urinary catheter anchoring device, leg strap	6	\$0.61	Covidien 8887600149
16	EA	A4335	Belted/Unbelted Undergarment WO Sides	150	\$0.31	Select Belt Less PBE 2078, Select Belted PBE 2650, Tranquility Belted Undergarment PBE 2150, Covidien Belted Undergarment MD-171B10, Absorbent Products 11530
17	EA	A4338	Indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.) each	2	\$0.92	AMSINO AS4000 Series, Bard 12361 12A123630A Series, Teleflex 180705120-180705280 Series, Teleflex 180730140-180730280 Series
18	EA	A4340	Indwelling catheter, specialty type, e.g. Coude, mushroom, wing, etc., each	5	\$2.25	Covidien 20512C-20524C Series, Teleflex 318112-918124 Series, Coloplast AA6308-AA6310 Series, Coloplast AA6312-AA6324 Series
19	EA	A4344	Indwelling catheter, foley type, two-way, all silicone, each	5	\$3.50	Coloplast AA61XX Series, Coloplast AA6CXX Series, AMSINO AS40000 Series, Bard 806316-806324 Series, Bard 806514-806524 Series, Bard 165808-165824 Series, Teleflex 170605120-170605260 Series
20	EA	A4351	Intermittent urinary catheter, straight tip, each	150	\$0.42	Coloplast 110 Series, Coloplast 200 Series, Coloplast 300 Series, Coloplast 400 Series, AMSINO AS861000 Series, COV400608 8FR, COV400610 10FR, COV400612 12FR, COV400614 14FR, COV400616 16FR, COV400618 18FR, COV8887660903 14FR 6", Covidien KN8888492025, Covidien KN8888492033, CovidienKN8888492041, Covidien KN8888492058, Bard 802408-802422 Series

21	EA	A4351-U4	Intermittent urinary catheter, straight tip, each	150 under age 21	\$1.70	Coloplast 4100, 4200, 4300, 4400 Series, Coloplast 28578 SpeediCath Compact Female, 8FR. Coloplast 28580 SpeediCath Compact Female, 10FR. Coloplast 28582 SpeediCath Compact Female, 12FR. Coloplast 28584 SpeediCath Compact Female, 14FR. Coloplast 28408 Speedicath Male Ready-To-Use, 8 FR. Coloplast 28410 Speedicath Male Ready-To-Use, 10 FR. Coloplast 28412 Speedicath Male Ready-To-Use, 12 FR. Coloplast 28414 Speedicath Male Ready-To-Use, 14 FR. Coloplast 28416 Speedicath Male Ready-To-Use, 16 FR. Coloplast 28418 Speedicath Male Ready-To-Use, 18 FR, Wellspect 4000840-4001840 Series
22	EA	A4352	Intermittent urinary catheter, coude (curved) tip, each	150	\$1.42	Coloplast 600 Series, Coloplast 800 Series, Bard 423710- 423718
23	EA	A4352-U4	Intermittent urinary catheter, coude (curved) tip, each	150 under age 21	\$2.31	Astra-Tech (Lofric) 960000 Series, Coloplast 4600, 4800 Series, Coloplast 28490-28496 Series
24	EA	A4357	Bedside drainage bag, day or night, with or without anti-reflux device, with or w/o tube, each	3	\$1.55	Bard 802001 AMSINO AS332
25	EA	A4358	Urinary leg bag, vinyl, with or w/o tube, each	10	\$1.50	Amsino AS306Nm Amsino AS307N, Bard 4A4174
26	EA	A4402	Lubricant	10 oz.	\$0.23	Pro Advantage P903200, Fougera 20537
27	EA	T4521	Adult size brief / diaper small, each	300	\$0.30	Select PBE 2620, Tranquility Full Fit PBE 2120, Attends BRBX10, Hook & Loop Covidien 63062, Tena Specialty Brief SCA 66100, First Quality Brief PV-011, KN66032 Small Wings Choice Plus Quilted

28	EA	T4522	Adult size brief / diaper medium, each	300	\$0.29	Select Full fit PBE 2624, Hook & Loop Covidien 63063, Attends BRB20, Tena Ultra Briefs Medium SCA67200, FQ Per-Fit Breathable PF-012/1, KN66033 Med Wings Choice Plus Quilted, Wings Choice Adult Brief Medium Covidien KN60043DP SCA67320, 32-44"
29	EA	T4523	Adult size brief / diaper large, each	300	\$0.37	Select Full Fit PBE 2634, Hook & Loop Covidien 63064, Attends BR30, Attends BRB30, Tena Ultra Brief Large SCA68122, FQ Per-Fit Breathable PF-013/1, KN66034 Large Wings Choice Plus Quilted, Wings Choice Adult Brief Large Covidien KN60044DP SCA67330, 40-56"
30	EA	T4524	Adult size brief / diaper x-large, each	300	\$0.45	Select Full Fit PBE 2635, Hook & Loop Covidien 63065, Attends BR40, Attends BRB40, FQ Per-Fit Breathable PF-014/1, KN66035 X-Large Wings Choice Plus Quilted, Wings Choice Adult Brief XLG Covidien KN60045DP SCA67340, 52-62"
31	EA	T4525	Adult size pull on small, each	150	\$0.38	Select Sm PBE 2604, Attends 7 PaperPak APP0710, First Quality PV-511
32	EA	T4526	Adult size pull on medium, each	150	\$0.32	Select Med PBE 2605, Sure Care Protective Underwear Covidien 1605, Attends 7 APP0720, Tena Plus SCA, 72241, First Quality PF-512, First Quality PFM-512, First Quality PFW-512.
33	EA	T4527	Adult size pull on large, each	150	\$0.36	Select Lg, PBE 2606, Sure Care Protective Underwear Covidien 1615, Attends 7 PaperPak APP0730, Tena Plus SCA 72340, FQ Per-Fit PF-513, First Quality PFM-513, First Quality PFW-513.

34	EA	T4528	Adult size pull on x-large each	150	\$0.46	Select XLG PBE 2607, Sure Care Protective Underwear, Covidien 1625, Attends 7 PaperPak APP0740, Tena Plus SCA72419, FA Per-Fit PF-514, First Quality PFM-514, First PFW-514
35	EA	T4529	Pediatric size brief / diaper small / medium, each	300 up to age 13. Age 13 & over require PA	\$0.23	Curity Ultra Fits Covidien 80018, Curity Ultra Fits Covidien 80028, Huggies 43088 (size 1), Huggies 43091 (size 2), Huggies 43094 (size 3), Luvs Baby Diapers PNG341417 (size 2), Luvs Baby Diapers 238793 (size 3), First Quality CR2001, Cuties TM Baby Diaper-Size 2, 12-18 lbs., First Quality CR3001, Cuties TM Baby Diaper-Size 3, 16-28 lbs.
36	EA	T4530	Pediatric size brief / diaper large, each	300 up to age 13. Age 13 & over require PA	\$0.24	Curity Ultra Fits Covidien 80038CF, Curity Ultra Fits Covidien 80048, Huggies 43085 (Size 5), Huggies 43084 (Size 4), Luvs Baby Diapers 238800 (Size 4), Luvs Baby Diapers 239055 (Size 5), First Quality CR4001, Cuties TM Baby Diaper-Size 4, 22-37 lbs., First Quality CR5001, Cuties TM Baby Diaper-Size 5, 27+ lbs.
37	EA	T4531	Pediatric size pull on small/medium,each	150	\$0.39	Run Around MD. Boy Covidien 70063B, Run Around Md.Girl Covidien 70063G, Huggies 43138 Youth Pull On Brief 2T-3T Boys, Huggies 43136 Youth Pull On Briefs 2T-3T Girls, Curity Sleeppants Covidien 70073, First Quality CR7007 Trn Pants Girl 2T-3T, Attends CMF-B2, Attends CMF-G2.

38	EA	T4532	Pediatric size pull on large, each	150	\$0.43	Run Around Lg. Boy, Covidien 70064B, Run Around Lg. Girl Covidien 70064 GC, Huggies Youth Pull On Briefs 43139 3T-4T Boys, Huggies 43137 3T-4T Girls, First Quality CR8007 Cutie Trn Pants Boy 3T-4T, First Quality CR8008 Trn Pants Girl 3T-4T, Attends CMF-B3, Attends CMF-G3.
39	EA	T4533	Youth size brief / diaper, each	300	\$0.30	Tranquility PBE 2166, Curity Ultra Fits Covidien 80058, Huggies 43095 (Size 6), Luvs Baby Diapers 238772 (Size 6), First Qualify CR6001, Cuties TM Baby Diaper-Size 6, 35+ lbs., Attends BRBY 20"-28", Attends CMF-7.
40	EA	T4534	Youth size pull on, each	150	\$0.40	Select Extra Small Brief PBE 2603, Run Around X-Lg Boy Covidien 70065B, Run Around X-Lg Girl Covidien 70065G, Huggies Pull-Up 434135 4T-5T Boy, Huggies Pull-Up 43116 4T-5T Girl, Curity Sleeppants Covidien 70074, Sleep Overs Youth Underwear SLP05301, Sleep Overs Youth Underwear SLP05302, 65-125 lbs., First Quality CR9007 Trn Pants Boy 4T-5T, First Quality CR9008 Trn Girl 4T-5T, Attends CMF-B4, Attends CMF-G4.

41	EA	T4535	Disposable liner / shield / pad, each	300	\$0.14	Booster Pad PBE 2760, Select Shield PBE 2648, Booster Pad PBE 2072, Trabquility Super Plus Trimshield PBE 2083, Dignity ThinSerts Humanicare 30054, Humanicare Dignity Natural Liner HC26955, HC 26954, Humanicare Stackable Pac HC30053, Humanicare Dignity Plus Super Liner HC30071, Humanicare Dignity Plus Liner HC30074, Humanicare Spartan Liners HC40340, Attend Shaped LP0500, Serenity extra pads (mod) SCA 48900, FQ Prevail Pantiliner PV-926, FZ Prevail Day Time Liner PL-100/1 and Attends LP0600, Prevail Bladder Control Pad extra BC-012, Absorben Products Company 19244 Booster Liner, First Quality PQPPV-915/1, Prevail Extra Plus Liner BC-013, First Quality, PQPPV923/1, Presto ILS21500 Absorbent Liner, Absorbent Products APC57244, Absorbent Products APC 46250.
42	EA	T4536	Reusable washable underwear any size, each	10	\$1.08	Covidien KN705A Small/Med., Covidien KN706A Large/ X-Large, Covidien KN707A XX-Large/XXX-Large.
43	EA	T4541	Disposable underpads (e.g., Chux's), large 23 x 36	180	\$0.14	Covidien 1093DP, 7176, 2675, Griffin Medical 1836.
44	EA	T4542	Disposable underpads (e.g., Chux's), small 17 x 24	180	\$0.12	PaperPak UFS170, Griffin Medical Underpad 17x24 #2504
45	EA	T4543	Bariatric adult size brief / diaper xx-large, each	300	\$0.85	Whitestone 43790, Prevail Breathable Bariatric Brief, 63" - 94" PV-094, Attends DD60, Principle Business Enterprises 2190.
46	EA	A4649	Misc. Supply	1	PA Required	no reference, prior authorization supply
47	EA	A5112	Urinary leg bag; latex	2	\$1.50	Coloplast 68001, Coloplast 68004, Coloplast 68007, Coloplast 68006L, Coloplast 68006R.
48	EA	A5120	Skin barrier, wipes,	100	\$0.10	DermaRite 00237,

			50/box (antiseptic), per wipe	PDIB01051		
49	EA	S5199	Personal Care Products / Wipes/Adult/Baby, per wipe	100	\$0.03	Huggies 39301 Natural Care Wipes, First Quality CRW-050, PDID35185.
50	EA	A6250	Skin sealants, protectants, moisturizers, ointment, any type, any size	2	\$1.95	Secura Smith & Nephew 2.47 oz 59431500, DermaRite Periguard 3.5 oz 00204.
51	EA	A4520	Diaper/Incontinent pant, reusable/washable	1	\$8.15	Humanicare 16000 series, Humanicare 40200 series, Humanicare Spartan Unisex Waterproof Pant HC10000 Series, Covidien 689 SML, Covidien 691 MED, Covidien 694 KRG, Covidien 698 XL, Absorbent Products 34034-B.
52	EA	A4354	Insertion Tray with Drainage Bag	10	\$5.25	Bard 4A5110-4A5146 Series.
53	EA	A4353	Intermittent Urinary Catheter with Insertion Supplies	150	\$3.40	Coloplast 1008, 1012, 1014, 1016, 3110, 3112, 3114, 3116, 3212,3214, Bard 4A5110-4A5146 Series.
54	EA	T4544	Adult pull on, X-large; New coder per Medicare requirement	150	\$0.64	PAPAU24060, Presto FQPV-517, First Quality. COV1560P, Covidien, Principle Business Enterprises PBE2608.

Contract No. 071B6600017
Mail Order Incontinence Supplies and Services

Wisconsin Pricing Amendment

Item No.	Unit	HCPC Code	Description	Monthly Quantity Limit	Unit Cost Per Item	Referenced Brands/Manufacturers	Updated
1	EA	A4310	Insertion tray without drainage bag and without catheter (accessories only)	2	\$1.81	AMSINO AS880 10 CC, AMSINO AS890 30 CC Bard 802010, Bard 802030	<input type="checkbox"/>
2	EA	A4311	Insertion tray without drainage bag with indwelling catheter, foley type, two-way latex with coating, (Teflon, silicone, silicone elastomer or hydrophilic, etc.)	2	\$5.25	Bard 800 Series	<input type="checkbox"/>
3	EA	A4312	Insertion tray without drainage bag with indwelling catheter, foley type, two-way, all silicone	2	\$6.50	Bard 720000 Series	<input type="checkbox"/>
4	EA	A4314	Insertion tray with drainage bag with indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.)	2	\$4.15	Bard 802016, Bard 802018	<input type="checkbox"/>
5	EA	A4315	Insertion tray with drainage bag, with indwelling catheter, foley type, two-way, all silicone	2	\$8.65	Covidien 6900 Series, Covidien 6950 Bard 897214, Bard 897216, Bard 897218	<input type="checkbox"/>
6	EA	A4320	Irrigation tray with bulb or piston syringe, any purpose	30	\$0.90	AMSINO AS130 (Bulb), AMSINO AS136 (Piston), Covidien 67803	<input type="checkbox"/>
7	EA	A4322	Irrigation syringe, bulb or piston, each	30	\$0.54	Amsino AS011 (Bulb), Bard 750379	<input type="checkbox"/>
8	EA	A4349	Male external catheter (G)	96	\$0.59	Coloplast 5000 Series, Coloplast 8000 Series	<input type="checkbox"/>
9	EA	A4349	Male external catheter (G) with adhesive strip, each	96	\$0.59	Coloplast 7200 Series	<input type="checkbox"/>
10	EA	A4326	Male external catheter, specialty type, e.g., inflatable, faceplate, etc. each	N/A	N/A	Hollister 9811, Hollister 9873	<input type="checkbox"/>
11	EA	A4328	Female external urinary collection device; pouch, each	N/A	N/A	Hollister 9840	<input type="checkbox"/>
12	EA	A4330	Perianal fecal collection pouch with adhesive, each	N/A	N/A	Hollister 9821, 9822, Convatec 650078	<input type="checkbox"/>
13	EA	A4331	Extension drainage tubing, any type, any length, with urinary leg bag or urostomy	4	\$1.45	Coloplast 475, AMSINO AS311	<input type="checkbox"/>

			pouch, each				
14	EA	A4333	Urinary catheter anchoring device, adhesive skin attachment	4	\$0.80	M.C. Johnson 5445-2, M.C., Johnson 5445-3	<input type="checkbox"/>
15	EA	A4334	Urinary catheter anchoring device, leg strap	6	\$0.65	Covidien 8887600149	<input type="checkbox"/>
16	EA	A4523-U1	Belted/Unbelted Undergarment WO Sides	150	\$0.38	Select Belt Less PBE 2078, Select Belted PBE 2650, Tranquility Belted Undergarment PBE 2150, Covidien Belted Undergarment MD-171B10, Absorbent Products 11530	<input type="checkbox"/>
17	EA	A4338	Indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.) each	2	\$0.99	AMSINO AS4000 Series, Bard 12361 12A123630A Series, Teleflex 180705120-180705280 Series, Teleflex 180730140-180730280 Series	<input type="checkbox"/>
18	EA	A4340	Indwelling catheter, specialty type, e.g. Coude, mushroom, wing, etc., each	5	\$2.40	Covidien 20512C-20524C Series, Teleflex 318112-918124 Series, Coloplast AA6308-AA6310 Series, Coloplast AA6312-AA6324 Series	<input type="checkbox"/>
19	EA	A4344	Indwelling catheter, foley type, two-way, all silicone, each	5	\$3.75	Coloplast AA61XX Series, Coloplast AA6CXX Series, AMSINO AS40000 Series, Bard 806316-806324 Series, Bard 806514-806524 Series, Bard 165808-165824 Series, Teleflex 170605120-170605260 Series	<input type="checkbox"/>
20	EA	A4351	Intermittent urinary catheter, straight tip, each	200	\$0.46	Coloplast 110 Series, Coloplast 200 Series, Coloplast 300 Series, Coloplast 400 Series, AMSINO AS861000 Series, COV400608 8FR, COV400610 10FR, COV400612 12FR, COV400614 14FR, COV400616 16FR, COV400618 18FR, COV8887660903 14FR 6", Covidien KN8888492025, Covidien KN8888492033, CovidienKN8888492041, Covidien KN8888492058, Bard 802408-802422 Series	<input type="checkbox"/>

21	EA	A4351-U4	Intermittent urinary catheter, straight tip, each	N/A	N/A	Coloplast 4100, 4200, 4300, 4400 Series, Coloplast 28578 SpeediCath Compact Female, 8FR. Coloplast 28580 SpeediCath Compact Female, 10FR. Coloplast 28582 SpeediCath Compact Female, 12FR. Coloplast 28584 SpeediCath Compact Female, 14FR. Coloplast 28408 Speedicath Male Ready-To-Use, 8 FR. Coloplast 28410 Speedicath Male Ready-To-Use, 10 FR. Coloplast 28412 Speedicath Male Ready-To-Use, 12 FR. Coloplast 28414 Speedicath Male Ready-To-Use, 14 FR. Coloplast 28416 Speedicath Male Ready-To-Use, 16 FR. Coloplast 28418 Speedicath Male Ready-To-Use, 18 FR, Wellspect 4000840-4001840 Series	<input type="checkbox"/>
22	EA	A4352	Intermittent urinary catheter, coude (curved) tip, each	150	\$1.45	Coloplast 600 Series, Coloplast 800 Series, Bard 423710- 423718	<input type="checkbox"/>
23	EA	A4352-U4	Intermittent urinary catheter, coude (curved) tip, each	N/A	N/A	Astra-Tech (Lofric) 960000 Series, Coloplast 4600, 4800 Series, Coloplast 28490-28496 Series	<input type="checkbox"/>
24	EA	A4357	Bedside drainage bag, day or night, with or without anti-reflux device, with or w/o tube, each	3	\$1.85	Bard 802001 AMSINO AS332	<input type="checkbox"/>
25	EA	A4358	Urinary leg bag, vinyl, with or w/o tube, each	10	\$2.10	Amsino AS306Nm Amsino AS307N, Bard 4A4174	<input type="checkbox"/>
26	EA	A4402	Lubricant	N/A	N/A	Pro Advantage P903200, Fougera 20537	<input type="checkbox"/>
27	EA	T4521	Adult size brief / diaper small, each	300	\$0.32	Select PBE 2620, Tranquility Full Fit PBE 2120, Attends BRBX10, Hook & Loop Covidien 63062, Tena Specialty Brief SCA 66100, First Quality Brief PV-011, KN66032 Small Wings Choice Plus Quilted	<input type="checkbox"/>
28	EA	T4522	Adult size brief / diaper medium, each	300	\$0.30	Select Full fit PBE 2624, Hook & Loop Covidien 63063, Attends BRB20, Tena Ultra Briefs Medium SCA67200, FQ Per-Fit Breathable PF-012/1, KN66033 Med Wings Choice Plus Quilted, Wings Choice Adult Brief Medium Covidien KN60043DP, SCA67320, 32-44"	<input checked="" type="checkbox"/> Added SCA67320, 32-44"

29	EA	T4523	Adult size brief / diaper large, each	300	\$0.38	Select Full Fit PBE 2634, Hook & Loop Covidien 63064, Attends BR30, Attends BRB30, Tena Ultra Brief Large SCA68122, FQ Per-Fit Breathable PF-013/1, KN66034 Large Wings Choice Plus Quilted, Wings Choice Adult Brief Large Covidien KN60044DP, SCA67330, 40- 56"	<input checked="" type="checkbox"/> Added SCA67330, 40-56"
30	EA	T4524	Adult size brief / diaper x-large, each	300	\$0.45	Select Full Fit PBE 2635, Hook & Loop Covidien 63065, Attends BR40, Attends BRB40, FQ Per-Fit Breathable PF-014/1, KN66035 X-Large Wings Choice Plus Quilted, Wings Choice Adult Brief XLG Covidien KN60045DP, SCA67340, 52-62"	<input checked="" type="checkbox"/> Added SCA67340, 52-62"
31	EA	T4525	Adult size pull on small, each	150	\$0.44	Select Sm PBE 2604, Attends 7 PaperPak APP0710, First Quality PV-511	<input type="checkbox"/>
32	EA	T4526	Adult size pull on medium, each	150	\$0.42	Select Med PBE 2605, Sure Care Protective Underwear Covidien 1605, Attends 7 APP0720, Tena Plus SCA, 72241, First Quality PF-512, First Quality PFM-512, First Quality PFW-512.	<input type="checkbox"/>
33	EA	T4527	Adult size pull on large, each	150	\$0.45	Select Lg, PBE 2606, Sure Care Protective Underwear Covidien 1615, Attends 7 PaperPak APP0730, Tena Plus SCA 72340, FQ Per-Fit PF-513, First Quality PFM- 513, First Quality PFW-513.	<input type="checkbox"/>
34	EA	T4528	Adult size pull on x- large each	150	\$0.58	Select XLG PBE 2607, Sure Care Protective Underwear, Covidien 1625, Attends 7 PaperPak APP0740, Tena Plus SCA72419, FA Per-Fit PF-514, First Quality PFM- 514, First PFW-514	<input type="checkbox"/>
35	EA	T4529	Pediatric size brief / diaper small / medium, each	300	\$0.40	Curity Ultra Fits Covidien 80018, Curity Ultra Fits Covidien 80028, Huggies 43088 (size 1), Huggies 43091 (size 2), Huggies 43094 (size 3), Luvs Baby Diapers PNG341417 (size 2), Luvs Baby Diapers 238793 (size 3), First Quality CR2001, Cuties TM Baby Diaper-Size 2, 12-18 lbs., First Quality CR3001, Cuties TM Baby Diaper-Size 3, 16-28 lbs.	<input type="checkbox"/>

36	EA	T4530	Pediatric size brief / diaper large, each	300	\$0.28	Curity Ultra Fits Covidien 80038CF, Curity Ultra Fits Covidien 80048, Huggies 43085 (Size 5), Huggies 43084 (Size 4), Luvs Baby Diapers 238800 (Size 4), Luvs Baby Diapers 239055 (Size 5), First Quality CR4001, Cuties TM Baby Diaper-Size 4, 22-37 lbs., First Quality CR5001, Cuties TM Baby Diaper-Size 5, 27+ lbs.	<input type="checkbox"/>
37	EA	T4531	Pediatric size pull on small/medium,each	150	\$0.42	Run Around MD. Boy Covidien 70063B, Run Around Md.Girl Covidien 70063G, Huggies 43138 Youth Pull On Brief 2T-3T Boys, Huggies 43136 Youth Pull On Briefs 2T-3T Girls, Curity Sleeppants Covidien 70073, First Quality CR7007 Trn Pants Girl 2T-3T, Attends CMF-B2, Attends CMF-G2.	<input type="checkbox"/>
38	EA	T4532	Pediatric size pull on large, each	150	\$0.39	Run Around Lg. Boy, Covidien 70064B, Run Around Lg. Girl Covidien 70064 GC, Huggies Youth Pull On Briefs 43139 3T-4T Boys, Huggies 43137 3T-4T Girls, First Quality CR8007 Cutie Trn Pants Boy 3T-4T, First Quality CR8008 Trn Pants Girl 3T-4T, Attends CMF-B3, Attends CMF-G3.	<input type="checkbox"/>
39	EA	T4533	Youth size brief / diaper, each	300	\$0.30	Tranquility PBE 2166, Curity Ultra Fits Covidien 80058, Huggies 43095 (Size 6), Luvs Baby Diapers 238772 (Size 6), First Qualify CR6001, Cuties TM Baby Diaper-Size 6, 35+ lbs., Attends BRBY 20"-28", Attends CMF-7.	<input type="checkbox"/>
40	EA	T4534	Youth size pull on, each	150	\$0.43	Select Extra Small Brief PBE 2603, Run Around X-Lg Boy Covidien 70065B, Run Around X-Lg Girl Covidien 70065G, Huggies Pull-Up 434135 4T-5T Boy, Huggies Pull-Up 43116 4T-5T Girl, Curity Sleeppants Covidien 70074, Sleep Overs Youth Underwear SLP05301, Sleep Overs Youth Underwear SLP05302, 65-125 lbs., First Quality CR9007 Trn Pants Boy 4T-5T, First Quality CR9008 Trn Girl 4T-5T, Attends CMF-B4, Attends CMF-G4.	<input type="checkbox"/>

41	EA	T4535	Disposable liner / shield / pad, each	300	\$0.17	Booster Pad PBE 2760, Select Shield PBE 2648, Booster Pad PBE 2072, Trabquility Super Plus Trimshield PBE 2083, Dignity ThinSerts Humanicare 30054, Humanicare Dignity Natural Liner HC26955, HC 26954, Humanicare Stackable Pac HC30053, Humanicare Dignity Plus Super Liner HC30071, Humanicare Dignity Plus Liner HC30074, Humanicare Spartan Liners HC40340, Attend Shaped LP0500, Serenity extra pads (mod) SCA 48900, FQ Prevail Pantiliner PV-926, FZ Prevail Day Time Liner PL-100/1 and Attends LP0600, Prevail Bladder Control Pad extra BC-012, Absorben Products Company 19244 Booster Liner, First Quality PQPPV-915/1, Prevail Extra Plus Liner BC-013, First Quality, PQPPV923/1, Presto ILS21500 Absorbent Liner, Absorbent Products APC57244, Absorbent Products APC 46250.	<input type="checkbox"/>
42	EA	T4536	Reusable washable underwear any size, each	10	\$2.50	Covidien KN705A Small/Med., Covidien KN706A Large/ X-Large, Covidien KN707A XX-Large/XXX-Large.	<input type="checkbox"/>
43	EA	T4541	Disposable underpads (e.g., Chux's), large 23 x 36	200	\$0.18	Covidien 1093DP, 7176, 2675, Griffin Medical 1836.	<input type="checkbox"/>
44	EA	T4542	Disposable underpads (e.g., Chux's), small 17 x 24	200	\$0.14	PaperPak UFS170, Griffin Medical Underpad 17x24 #2504	<input type="checkbox"/>
45	EA	T4543	Bariatric adult size brief / diaper xx-large, each	300	\$0.90	Whitestone 43790, Prevail Breathable Bariatric Brief, 63" - 94" PV-094, Attends DD60, Principle Business Enterprises 2190.	<input type="checkbox"/>
46	EA	A4649	Misc. Supply		PA Required	no reference, prior authorization supply	<input type="checkbox"/>
47	EA	A5112	Urinary leg bag; latex	N/A	N/A	Coloplast 68001, Coloplast 68004, Coloplast 68007, Coloplast 68006L, Coloplast 68006R.	<input type="checkbox"/>
48	EA	A5120	Skin barrier, wipes, 50/box (antiseptic), per wipe	N/A	N/A	DermaRite 00237, PDIB01051	<input type="checkbox"/>
49	EA	S5199	Personal Care Products / Wipes/Adult/Baby, per wipe	N/A	N/A	Huggies 39301 Natural Care Wipes, First Quality CRW-050, PDID35185.	<input type="checkbox"/>
50	EA	A6250	Skin sealants, protectants,	N/A	N/A	Secura Smith & Nephew 2.47 oz 59431500, DermaRite	<input type="checkbox"/>

			moisturizers, ointment, any type, any size			Periguard 3.5 oz 00204.	
51	EA	A4520	Diaper/Incontinent pant, reusable/washable	N/A	N/A	Humanicare 16000 series, Humanicare 40200 series, Humanicare Spartan Unisex Waterproof Pant HC10000 Series, Covidien 689 SML, Covidien 691 MED, Covidien 694 KRG, Covidient 698 XL, Absorbent Products 34034-B.	<input type="checkbox"/>
52	EA	A4354	Insertion Tray with Drainage Bag	N/A	N/A	Bard 4A5110-4A5146 Series.	<input type="checkbox"/>
53	EA	A4353	Intermittent Urinary Catheter with Insertion Supplies	N/A	N/A	Coloplast 1008, 1012, 1014, 1016, 3110, 3112, 3114, 3116, 3212,3214, Bard 4A5110- 4A5146 Series.	<input type="checkbox"/>
54	EA	T4544	Adult pull on, X-large; New coder per Medicare requirement	150	\$0.70	PAPAU24060, Presto FQPV- 517, First Quality. COV 1560P, Covidien, Principle Business Enterprises PBE2608.	<input checked="" type="checkbox"/> Deleted COV1630, Added COV1560P

FOR THE CONTRACTOR:

J & B MEDICAL SUPPLY INC

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Pam Platte, Category Director, Commodities and Services Division

Name and Title

DTMB Procurement

Agency

Date



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

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B6600017**

CONTRACTOR	J & B MEDICAL SUPPLY INC
	50496 W. Pontiac Trail
	Wixom, MI 48393
	Julian Shaya
	248-896-6205
	jshaya@jandbmedical.com
	CV0039601

STATE	Program Manager	Kim Hanson	MDHHS
		517-373-0931	
		hansonk@michigan.gov	
	Contract Administrator	Sue Cieciva	DTMB
		(517) 249-0458	
		ciecivas@michigan.gov	

CONTRACT SUMMARY				
MAIL ORDER INCONTINENCE SUPPLIES AND SERVICES FOR THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2016	December 31, 2018	2 - 1 Year	December 31, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$38,058,193.71	\$12,600,000.00	\$50,658,193.71		
DESCRIPTION				
Effective May 22, 2018, this Contract is exercising the first option year and is increased by \$12,600,000.00. The revised contract expiration date is December 31, 2019. In addition, federal provisions are added to this Contract, per attached Addendum - Federal Provisions.				
Please note the Contractor's Contract Administrator has been changed to Julian Shaya, the DTMB Contract Administrator has been changed to Sue Cieciva, and Kim Hanson, MDHHS Program Manager for the State will monitor and coordinate all day-to-day activities of the Contract. Kevin Dunn, MDHHS Program Manager for the State, (Non Day-to-Day Activities) has been removed from this Contract.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on May 22, 2018.				

Addendum – Federal Provisions

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 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR 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)

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").

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.



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

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B6600017**

CONTRACTOR	J & B MEDICAL SUPPLY INC
	50496 W. Pontiac Trail
	Wixom, MI 48393
	Loren Bennett
	248-896-6253
	lbennett@jandbmedical.com
	*****1174

STATE	Program Manager	Kevin Dunn	MDHHS
		517-335-5096	
		dunnk3@michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 284-7019	
		yeatesj@michigan.gov	

CONTRACT SUMMARY				
MAIL ORDER INCONTINENCE SUPPLIES AND SERVICES FOR THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2016	December 31, 2018	2 - 1 Year	December 31, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
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	
\$38,058,193.71		\$0.00	\$38,058,193.71	
DESCRIPTION				
Effective February 2, 2017, the following attached Wisconsin Pricing Amendment is hereby updated. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

Contract No. 071B6600017
Mail Order Incontinence Supplies and Services

Wisconsin Pricing Amendment

Item No.	Unit	HCPC Code	Description	Monthly Quantity Limit	Unit Cost Per Item	Referenced Brands/Manufacturers	Updated
1	EA	A4310	Insertion tray without drainage bag and without catheter (accessories only)	2	\$1.81	AMSINO AS880 10 CC, AMSINO AS890 30 CC Bard 802010, Bard 802030	<input type="checkbox"/>
2	EA	A4311	Insertion tray without drainage bag with indwelling catheter, foley type, two-way latex with coating, (Teflon, silicone, silicone elastomer or hydrophilic, etc.)	2	\$5.25	Bard 800 Series	<input type="checkbox"/>
3	EA	A4312	Insertion tray without drainage bag with indwelling catheter, foley type, two-way, all silicone	2	\$6.50	Bard 720000 Series	<input type="checkbox"/>
4	EA	A4314	Insertion tray with drainage bag with indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.)	2	\$4.15	Bard 802016, Bard 802018	<input type="checkbox"/>
5	EA	A4315	Insertion tray with drainage bag, with indwelling catheter, foley type, two-way, all silicone	2	\$8.65	Covidien 6900 Series, Covidien 6950 Bard 897214, Bard 897216, Bard 897218	<input type="checkbox"/>
6	EA	A4320	Irrigation tray with bulb or piston syringe, any purpose	30	\$0.90	AMSINO AS130 (Bulb), AMSINO AS136 (Piston), Covidien 67803	<input type="checkbox"/>
7	EA	A4322	Irrigation syringe, bulb or piston, each	30	\$0.54	Amsino AS011 (Bulb), Bard 750379	<input type="checkbox"/>
8	EA	A4349	Male external catheter (G)	96	\$0.59	Coloplast 5000 Series, Coloplast 8000 Series	<input type="checkbox"/>
9	EA	A4349	Male external catheter (G) with adhesive strip, each	96	\$0.59	Coloplast 7200 Series	<input type="checkbox"/>
10	EA	A4326	Male external catheter, specialty type, e.g., inflatable, faceplate, etc. each	N/A	N/A	Hollister 9811, Hollister 9873	<input checked="" type="checkbox"/> Updated quantity to N/A.
11	EA	A4328	Female external urinary collection device; pouch, each	N/A	N/A	Hollister 9840	<input checked="" type="checkbox"/> Updated quantity to N/A.
12	EA	A4330	Perianal fecal collection pouch with adhesive, each	N/A	N/A	Hollister 9821, 9822, Convatec 650078	<input checked="" type="checkbox"/>

							Updated quantity to N/A.
13	EA	A4331	Extension drainage tubing, any type, any length, with urinary leg bag or urostomy pouch, each	4	\$1.45	Coloplast 475, AMSINO AS311	<input type="checkbox"/>
14	EA	A4333	Urinary catheter anchoring device, adhesive skin attachment	4	\$0.80	M.C. Johnson 5445-2, M.C., Johnson 5445-3	<input type="checkbox"/>
15	EA	A4334	Urinary catheter anchoring device, leg strap	6	\$0.65	Covidien 8887600149	<input type="checkbox"/>
16	EA	A4523-U1	Belted/Unbelted Undergarment WO Sides	150	\$0.38	Select Belt Less PBE 2078, Select Belted PBE 2650, Tranquility Belted Undergarment PBE 2150, Covidien Belted Undergarment MD-171B10, Absorbent Products 11530	<input type="checkbox"/>
17	EA	A4338	Indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.) each	2	\$0.99	AMSINO AS4000 Series, Bard 12361 12A123630A Series, Teleflex 180705120-180705280 Series, Teleflex 180730140-180730280 Series	<input type="checkbox"/>
18	EA	A4340	Indwelling catheter, specialty type, e.g. Coude, mushroom, wing, etc., each	5	\$2.40	Covidien 20512C-20524C Series, Teleflex 318112-918124 Series, Coloplast AA6308-AA6310 Series, Coloplast AA6312-AA6324 Series	<input type="checkbox"/>
19	EA	A4344	Indwelling catheter, foley type, two-way, all silicone, each	5	\$3.75	Coloplast AA61XX Series, Coloplast AA6CXX Series, AMSINO AS40000 Series, Bard 806316-806324 Series, Bard 806514-806524 Series, Bard 165808-165824 Series, Teleflex 170605120-170605260 Series	<input type="checkbox"/>
20	EA	A4351	Intermittent urinary catheter, straight tip, each	200	\$0.46	Coloplast 110 Series, Coloplast 200 Series, Coloplast 300 Series, Coloplast 400 Series, AMSINO AS861000 Series, COV400608 8FR, COV400610 10FR, COV400612 12FR, COV400614 14FR, COV400616 16FR, COV400618 18FR, COV8887660903 14FR 6", Covidien KN8888492025, Covidien KN8888492033, CovidienKN8888492041, Covidien KN8888492058, Bard 802408-802422 Series	<input checked="" type="checkbox"/> Increased quantity from 150 to 200.

21	EA	A4351-U4	Intermittent urinary catheter, straight tip, each	N/A	N/A	Coloplast 4100, 4200, 4300, 4400 Series, Coloplast 28578 SpeediCath Compact Female, 8FR. Coloplast 28580 SpeediCath Compact Female, 10FR. Coloplast 28582 SpeediCath Compact Female, 12FR. Coloplast 28584 SpeediCath Compact Female, 14FR. Coloplast 28408 Speedicath Male Ready-To-Use, 8 FR. Coloplast 28410 Speedicath Male Ready-To-Use, 10 FR. Coloplast 28412 Speedicath Male Ready-To-Use, 12 FR. Coloplast 28414 Speedicath Male Ready-To-Use, 14 FR. Coloplast 28416 Speedicath Male Ready-To-Use, 16 FR. Coloplast 28418 Speedicath Male Ready-To-Use, 18 FR, Wellspect 4000840-4001840 Series	<input checked="" type="checkbox"/> Updated quantity to N/A.
22	EA	A4352	Intermittent urinary catheter, coude (curved) tip, each	150	\$1.45	Coloplast 600 Series, Coloplast 800 Series, Bard 423710-423718	<input type="checkbox"/>
23	EA	A4352-U4	Intermittent urinary catheter, coude (curved) tip, each	N/A	N/A	Astra-Tech (Lofric) 960000 Series, Coloplast 4600, 4800 Series, Coloplast 28490-28496 Series	<input checked="" type="checkbox"/> Updated quantity to N/A.
24	EA	A4357	Bedside drainage bag, day or night, with or without anti-reflux device, with or w/o tube, each	3	\$1.85	Bard 802001 AMSINO AS332	<input type="checkbox"/>
25	EA	A4358	Urinary leg bag, vinyl, with or w/o tube, each	10	\$2.10	Amsino AS306Nm Amsino AS307N, Bard 4A4174	<input type="checkbox"/>
26	EA	A4402	Lubricant	N/A	N/A	Pro Advantage P903200, Fougera 20537	<input checked="" type="checkbox"/> Revised quantity and price to N/A. Item not included on WI Contract.
27	EA	T4521	Adult size brief / diaper small, each	300	\$0.32	Select PBE 2620, Tranquility Full Fit PBE 2120, Attends BRBX10, Hook & Loop Covidien 63062, Tena Specialty Brief SCA 66100, First Quality Brief PV-011, KN66032 Small Wings Choice Plus Quilted	<input type="checkbox"/>

28	EA	T4522	Adult size brief / diaper medium, each	300	\$0.30	Select Full fit PBE 2624, Hook & Loop Covidien 63063, Attends BRB20, Tena Ultra Briefs Medium SCA67200, FQ Per-Fit Breathable PF-012/1, KN66033 Med Wings Choice Plus Quilted, Wings Choice Adult Brief Medium Covidien KN60043DP	<input type="checkbox"/>
29	EA	T4523	Adult size brief / diaper large, each	300	\$0.38	Select Full Fit PBE 2634, Hook & Loop Covidien 63064, Attends BR30, Attends BRB30, Tena Ultra Brief Large SCA68122, FQ Per-Fit Breathable PF-013/1, KN66034 Large Wings Choice Plus Quilted, Wings Choice Adult Brief Large Covidien KN60044DP	<input type="checkbox"/>
30	EA	T4524	Adult size brief / diaper x-large, each	300	\$0.45	Select Full Fit PBE 2635, Hook & Loop Covidien 63065, Attends BR40, Attends BRB40, FQ Per-Fit Breathable PF-014/1, KN66035 X-Large Wings Choice Plus Quilted, Wings Choice Adult Brief XLG Covidien KN60045DP	<input type="checkbox"/>
31	EA	T4525	Adult size pull on small, each	150	\$0.44	Select Sm PBE 2604, Attends 7 PaperPak APP0710, First Quality PV-511	<input type="checkbox"/>
32	EA	T4526	Adult size pull on medium, each	150	\$0.42	Select Med PBE 2605, Sure Care Protective Underwear Covidien 1605, Attends 7 APP0720, Tena Plus SCA, 72241, First Quality PF-512, First Quality PFM-512, First Quality PFW-512.	<input type="checkbox"/>
33	EA	T4527	Adult size pull on large, each	150	\$0.45	Select Lg, PBE 2606, Sure Care Protective Underwear Covidien 1615, Attends 7 PaperPak APP0730, Tena Plus SCA 72340, FQ Per-Fit PF-513, First Quality PFM-513, First Quality PFW-513.	<input type="checkbox"/>
34	EA	T4528	Adult size pull on x-large each	150	\$0.58	Select XLG PBE 2607, Sure Care Protective Underwear, Covidien 1625, Attends 7 PaperPak APP0740, Tena Plus SCA72419, FA Per-Fit PF-514, First Quality PFM-514, First PFW-514	<input type="checkbox"/>

35	EA	T4529	Pediatric size brief / diaper small / medium, each	300	\$0.40	Curity Ultra Fits Covidien 80018, Curity Ultra Fits Covidien 80028, Huggies 43088 (size 1), Huggies 43091 (size 2), Huggies 43094 (size 3), Luvs Baby Diapers PNG341417 (size 2), Luvs Baby Diapers 238793 (size 3), First Quality CR2001, Cuties TM Baby Diaper-Size 2, 12-18 lbs., First Quality CR3001, Cuties TM Baby Diaper-Size 3, 16-28 lbs.	<input checked="" type="checkbox"/> Removed "up to age 13. Age 13 & over require PA" from quantity.
36	EA	T4530	Pediatric size brief / diaper large, each	300	\$0.28	Curity Ultra Fits Covidien 80038CF, Curity Ultra Fits Covidien 80048, Huggies 43085 (Size 5), Huggies 43084 (Size 4), Luvs Baby Diapers 238800 (Size 4), Luvs Baby Diapers 239055 (Size 5), First Quality CR4001, Cuties TM Baby Diaper-Size 4, 22-37 lbs., First Quality CR5001, Cuties TM Baby Diaper-Size 5, 27+ lbs.	<input checked="" type="checkbox"/> Removed "up to age 13. Age 13 & over require PA" from quantity.
37	EA	T4531	Pediatric size pull on small/medium,each	150	\$0.42	Run Around MD. Boy Covidien 70063B, Run Around Md.Girl Covidien 70063G, Huggies 43138 Youth Pull On Brief 2T- 3T Boys, Huggies 43136 Youth Pull On Briefs 2T-3T Girls, Curity Sleeppants Covidien 70073, First Quality CR7007 Trn Pants Girl 2T-3T, Attends CMF-B2, Attends CMF-G2.	<input type="checkbox"/>
38	EA	T4532	Pediatric size pull on large, each	150	\$0.39	Run Around Lg. Boy, Covidien 70064B, Run Around Lg. Girl Covidien 70064 GC, Huggies Youth Pull On Briefs 43139 3T- 4T Boys, Huggies 43137 3T- 4T Girls, First Quality CR8007 Cutie Trn Pants Boy 3T-4T, First Quality CR8008 Trn Pants Girl 3T-4T, Attends CMF-B3, Attends CMF-G3.	<input type="checkbox"/>
39	EA	T4533	Youth size brief / diaper, each	300	\$0.30	Tranquility PBE 2166, Curity Ultra Fits Covidien 80058, Huggies 43095 (Size 6), Luvs Baby Diapers 238772 (Size 6), First Qualify CR6001, Cuties TM Baby Diaper-Size 6, 35+ lbs., Attends BRBY 20"-28", Attends CMF-7.	<input type="checkbox"/>

40	EA	T4534	Youth size pull on, each	150	\$0.43	Select Extra Small Brief PBE 2603, Run Around X-Lg Boy Covidien 70065B, Run Around X-Lg Girl Covidien 70065G, Huggies Pull-Up 434135 4T-5T Boy, Huggies Pull-Up 43116 4T-5T Girl, Curity Sleeppants Covidien 70074, Sleep Overs Youth Underwear SLP05301, Sleep Overs Youth Underwear SLP05302, 65-125 lbs., First Quality CR9007 Trn Pants Boy 4T-5T, First Quality CR9008 Trn Girl 4T-5T, Attends CMF-B4, Attends CMF-G4.	<input type="checkbox"/>
41	EA	T4535	Disposable liner / shield / pad, each	300	\$0.17	Booster Pad PBE 2760, Select Shield PBE 2648, Booster Pad PBE 2072, Trabquility Super Plus Trimshield PBE 2083, Dignity ThinSerts Humanicare 30054, Humanicare Dignity Natural Liner HC26955, HC 26954, Humanicare Stackable Pac HC30053, Humanicare Dignity Plus Super Liner HC30071, Humanicare Dignity Plus Liner HC30074, Humanicare Spartan Liners HC40340, Attend Shaped LP0500, Serenity extra pads (mod) SCA 48900, FQ Prevail Pantiliner PV-926, FZ Prevail Day Time Liner PL-100/1 and Attends LP0600, Prevail Bladder Control Pad extra BC-012, Absorben Products Company 19244 Booster Liner, First Quality PQPPv-915/1, Prevail Extra Plus Liner BC-013, First Quality, PQPPV923/1, Presto ILS21500 Absorbent Liner, Absorbent Products APC57244, Absorbent Products APC 46250.	<input type="checkbox"/>
42	EA	T4536	Reusable washable underwear any size, each	10	\$2.50	Covidien KN705A Small/Med., Covidien KN706A Large/ X-Large, Covidien KN707A XX-Large/XXX-Large.	<input type="checkbox"/>
43	EA	T4541	Disposable underpads (e.g., Chux's), large 23 x 36	200	\$0.18	Covidien 1093DP, 7176, 2675, Griffin Medical 1836.	<input checked="" type="checkbox"/> Increased quantity from 180 to 200.
44	EA	T4542	Disposable underpads (e.g., Chux's), small 17 x 24	200	\$0.14	PaperPak UFS170, Griffin Medical Underpad 17x24 #2504	<input checked="" type="checkbox"/> Increased quantity

							from 180 to 200.
45	EA	T4543	Bariatric adult size brief / diaper xx-large, each	300	\$0.90	Whitestone 43790, Prevail Breathable Bariatric Brief, 63" - 94" PV-094, Attends DD60, Principle Business Enterprises 2190.	<input type="checkbox"/>
46	EA	A4649	Misc. Supply		PA Required	no reference, prior authorization supply	<input type="checkbox"/>
47	EA	A5112	Urinary leg bag; latex	N/A	N/A	Coloplast 68001, Coloplast 68004, Coloplast 68007, Coloplast 68006L, Coloplast 68006R.	<input checked="" type="checkbox"/> Updated quantity to N/A.
48	EA	A5120	Skin barrier, wipes, 50/box (antiseptic), per wipe	N/A	N/A	DermaRite 00237, PDIB01051	<input checked="" type="checkbox"/> Revised quantity and price to N/A. Item not included on WI Contract.
49	EA	S5199	Personal Care Products / Wipes/Adult/Baby, per wipe	N/A	N/A	Huggies 39301 Natural Care Wipes, First Quality CRW-050, PDID35185.	<input checked="" type="checkbox"/> Updated quantity to N/A.
50	EA	A6250	Skin sealants, protectants, moisturizers, ointment, any type, any size	N/A	N/A	Secura Smith & Nephew 2.47 oz 59431500, DermaRite Periguard 3.5 oz 00204.	<input checked="" type="checkbox"/> Updated quantity to N/A.
51	EA	A4520	Diaper/Incontinent pant, reusable/washable	N/A	N/A	Humanicare 16000 series, Humanicare 40200 series, Humanicare Spartan Unisex Waterproof Pant HC10000 Series, Covidien 689 SML, Covidien 691 MED, Covidien 694 KRG, Covidient 698 XL, Absorbent Products 34034-B.	<input checked="" type="checkbox"/> Updated quantity to N/A
52	EA	A4354	Insertion Tray with Drainage Bag	N/A	N/A	Bard 4A5110-4A5146 Series.	<input checked="" type="checkbox"/> Updated quantity to N/A.
53	EA	A4353	Intermittent Urinary Catheter with Insertion Supplies	N/A	N/A	Coloplast 1008, 1012, 1014, 1016, 3110, 3112, 3114, 3116, 3212,3214, Bard 4A5110-4A5146 Series.	<input checked="" type="checkbox"/> Updated quantity to N/A.
54	EA	T4544	Adult pull on, X-large; New coder per Medicare requirement	150	\$0.70	PAPAUB24060, Presto FQPV-517, First Quality. COV 1630, Covidien, Principle Business Enterprises PBE2608.	<input type="checkbox"/>



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B6600017

CONTRACTOR	J & B MEDICAL SUPPLY INC
	50496 W. Pontiac Trail
	Wixom, MI 48393
	Loren Bennett
	248-896-6253
	lbennett@jandbmedical.com
	*****1174

STATE	Program Manager	Kevin Dunn	DHHS
		517-335-5096	
		dunnk3@michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		517-284-7019	
		yeatesj@michigan.gov	

CONTRACT SUMMARY						
DESCRIPTION: Mail Order Incontinence Supplies and Services for the Michigan Department of Health and Human Services						
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW			
January 1, 2016	December 31, 2018	2 - 1 Year	December 31, 2018			
PAYMENT TERMS		DELIVERY TIMEFRAME				
N/A		N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING			
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS						
DESCRIPTION OF CHANGE NOTICE						
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE		
<input type="checkbox"/>		<input type="checkbox"/>				
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE			
\$38,058,193.71		\$ 0.00	\$38,058,193.71			
DESCRIPTION: Effective July 1, 2016, Wisconsin is hereby added to the contract per section 8, Extended Purchasing Program. The following attached Wisconsin Pricing Amendment is hereby included. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.						

Contract No. 071B6600017
Mail Order Incontinence Supplies and Services

Wisconsin Pricing Amendment

Item No.	Unit	HCPC Code	Description	Monthly Quantity Limit	Unit Cost Per Item	Referenced Brands/Manufacturers
1	EA	A4310	Insertion tray without drainage bag and without catheter (accessories only)	2	\$1.81	AMSINO AS880 10 CC, AMSINO AS890 30 CC Bard 802010, Bard 802030
2	EA	A4311	Insertion tray without drainage bag with indwelling catheter, foley type, two-way latex with coating, (Teflon, silicone, silicone elastomer or hydrophilic, etc.)	2	\$5.25	Bard 800 Series
3	EA	A4312	Insertion tray without drainage bag with indwelling catheter, foley type, two-way, all silicone	2	\$6.50	Bard 720000 Series
4	EA	A4314	Insertion tray with drainage bag with indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.)	2	\$4.15	Bard 802016, Bard 802018
5	EA	A4315	Insertion tray with drainage bag, with indwelling catheter, foley type, two-way, all silicone	2	\$8.65	Covidien 6900 Series, Covidien 6950 Bard 897214, Bard 897216, Bard 897218
6	EA	A4320	Irrigation tray with bulb or piston syringe, any purpose	30	\$0.90	AMSINO AS130 (Bulb), AMSINO AS136 (Piston), Covidien 67803
7	EA	A4322	Irrigation syringe, bulb or piston, each	30	\$0.54	Amsino AS011 (Bulb), Bard 750379
8	EA	A4349	Male external catheter (G)	96	\$0.59	Coloplast 5000 Series, Coloplast 8000 Series
9	EA	A4349	Male external catheter (G) with adhesive strip, each	96	\$0.59	Coloplast 7200 Series
10	EA	A4326	Male external catheter, specialty type, e.g., inflatable, faceplate, etc. each	30	N/A	Hollister 9811, Hollister 9873
11	EA	A4328	Female external urinary collection device; pouch, each	10	N/A	Hollister 9840
12	EA	A4330	Perianal fecal collection pouch with adhesive, each	10	N/A	Hollister 9821, 9822, Convatec 650078
13	EA	A4331	Extension drainage tubing, any type, any length, with urinary leg bag or urostomy pouch, each	4	\$1.45	Coloplast 475, AMSINO AS311
14	EA	A4333	Urinary catheter anchoring device, adhesive skin attachment	4	\$0.80	M.C. Johnson 5445-2, M.C., Johnson 5445-3
15	EA	A4334	Urinary catheter anchoring device, leg strap	6	\$0.65	Covidien 8887600149

16	EA	A4523-U1	Belted/Unbelted Undergarment WO Sides	150	\$0.38	Select Belt Less PBE 2078, Select Belted PBE 2650, Tranquility Belted Undergarment PBE 2150, Covidien Belted Undergarment MD-171B10, Absorbent Products 11530
17	EA	A4338	Indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.) each	2	\$0.99	AMSINO AS4000 Series, Bard 12361 12A123630A Series, Teleflex 180705120-180705280 Series, Teleflex 180730140-180730280 Series
18	EA	A4340	Indwelling catheter, specialty type, e.g. Coude, mushroom, wing, etc., each	5	\$2.40	Covidien 20512C-20524C Series, Teleflex 318112-918124 Series, Coloplast AA6308-AA6310 Series, Coloplast AA6312-AA6324 Series
19	EA	A4344	Indwelling catheter, foley type, two-way, all silicone, each	5	\$3.75	Coloplast AA61XX Series, Coloplast AA6CXX Series, AMSINO AS40000 Series, Bard 806316-806324 Series, Bard 806514-806524 Series, Bard 165808-165824 Series, Teleflex 170605120-170605260 Series
20	EA	A4351	Intermittent urinary catheter, straight tip, each	150	\$0.46	Coloplast 110 Series, Coloplast 200 Series, Coloplast 300 Series, Coloplast 400 Series, AMSINO AS861000 Series, COV400608 8FR, COV400610 10FR, COV400612 12FR, COV400614 14FR, COV400616 16FR, COV400618 18FR, COV8887660903 14FR 6", Covidien KN8888492025, Covidien KN8888492033, CovidienKN8888492041, Covidien KN8888492058, Bard 802408-802422 Series

21	EA	A4351-U4	Intermittent urinary catheter, straight tip, each	150	N/A	Coloplast 4100, 4200, 4300, 4400 Series, Coloplast 28578 SpeediCath Compact Female, 8FR. Coloplast 28580 SpeediCath Compact Female, 10FR. Coloplast 28582 SpeediCath Compact Female, 12FR. Coloplast 28584 SpeediCath Compact Female, 14FR. Coloplast 28408 Speedicath Male Ready-To-Use, 8 FR. Coloplast 28410 Speedicath Male Ready-To-Use, 10 FR. Coloplast 28412 Speedicath Male Ready-To-Use, 12 FR. Coloplast 28414 Speedicath Male Ready-To-Use, 14 FR. Coloplast 28416 Speedicath Male Ready-To-Use, 16 FR. Coloplast 28418 Speedicath Male Ready-To-Use, 18 FR, Wellspect 4000840-4001840 Series
22	EA	A4352	Intermittent urinary catheter, coude (curved) tip, each	150	\$1.45	Coloplast 600 Series, Coloplast 800 Series, Bard 423710-423718
23	EA	A4352-U4	Intermittent urinary catheter, coude (curved) tip, each	150 Under age 21	N/A	Astra-Tech (Lofric) 960000 Series, Coloplast 4600, 4800 Series, Coloplast 28490-28496 Series
24	EA	A4357	Bedside drainage bag, day or night, with or without anti-reflux device, with or w/o tube, each	3	\$1.85	Bard 802001 AMSINO AS332
25	EA	A4358	Urinary leg bag, vinyl, with or w/o tube, each	10	\$2.10	Amsino AS306Nm Amsino AS307N, Bard 4A4174
26	EA	A4402	Lubricant	10 oz	\$0.38	Pro Advantage P903200, Fougera 20537
27	EA	T4521	Adult size brief / diaper small, each	300	\$0.32	Select PBE 2620, Tranquility Full Fit PBE 2120, Attends BRBX10, Hook & Loop Covidien 63062, Tena Specialty Brief SCA 66100, First Quality Brief PV-011, KN66032 Small Wings Choice Plus Quilted
28	EA	T4522	Adult size brief / diaper medium, each	300	\$0.30	Select Full fit PBE 2624, Hook & Loop Covidien 63063, Attends BRB20, Tena Ultra Briefs Medium SCA67200, FQ Per-Fit Breathable PF-012/1, KN66033 Med Wings Choice Plus Quilted, Wings Choice Adult Brief Medium Covidien KN60043DP

29	EA	T4523	Adult size brief / diaper large, each	300	\$0.38	Select Full Fit PBE 2634, Hook & Loop Covidien 63064, Attends BR30, Attends BRB30, Tena Ultra Brief Large SCA68122, FQ Per-Fit Breathable PF-013/1, KN66034 Large Wings Choice Plus Quilted, Wings Choice Adult Brief Large Covidien KN60044DP
30	EA	T4524	Adult size brief / diaper x-large, each	300	\$0.45	Select Full Fit PBE 2635, Hook & Loop Covidien 63065, Attends BR40, Attends BRB40, FQ Per-Fit Breathable PF-014/1, KN66035 X-Large Wings Choice Plus Quilted, Wings Choice Adult Brief XLG Covidien KN60045DP
31	EA	T4525	Adult size pull on small, each	150	\$0.44	Select Sm PBE 2604, Attends 7 PaperPak APP0710, First Quality PV-511
32	EA	T4526	Adult size pull on medium, each	150	\$0.42	Select Med PBE 2605, Sure Care Protective Underwear Covidien 1605, Attends 7 APP0720, Tena Plus SCA, 72241, First Quality PF-512, First Quality PFM-512, First Quality PFW-512.
33	EA	T4527	Adult size pull on large, each	150	\$0.45	Select Lg, PBE 2606, Sure Care Protective Underwear Covidien 1615, Attends 7 PaperPak APP0730, Tena Plus SCA 72340, FQ Per-Fit PF-513, First Quality PFM-513, First Quality PFW-513.
34	EA	T4528	Adult size pull on x-large each	150	\$0.58	Select XLG PBE 2607, Sure Care Protective Underwear, Covidien 1625, Attends 7 PaperPak APP0740, Tena Plus SCA72419, FA Per-Fit PF-514, First Quality PFM-514, First PFW-514
35	EA	T4529	Pediatric size brief / diaper small / medium, each	300 up to age 13. Age 13 & over require PA.	\$0.40	Curity Ultra Fits Covidien 80018, Curity Ultra Fits Covidien 80028, Huggies 43088 (size 1), Huggies 43091 (size 2), Huggies 43094 (size 3), Luvs Baby Diapers PNG341417 (size 2), Luvs Baby Diapers 238793 (size 3), First Quality CR2001, Cuties TM Baby Diaper-Size 2, 12-18 lbs., First Quality CR3001, Cuties TM Baby Diaper-Size 3, 16-28 lbs.

36	EA	T4530	Pediatric size brief / diaper large, each	300 up to age 13. Age 13 & over require PA.	\$0.28	Curity Ultra Fits Covidien 80038CF, Curity Ultra Fits Covidien 80048, Huggies 43085 (Size 5), Huggies 43084 (Size 4), Luvs Baby Diapers 238800 (Size 4), Luvs Baby Diapers 239055 (Size 5), First Quality CR4001, Cuties TM Baby Diaper-Size 4, 22-37 lbs., First Quality CR5001, Cuties TM Baby Diaper-Size 5, 27+ lbs.
37	EA	T4531	Pediatric size pull on small/medium,each	150	\$0.42	Run Around MD. Boy Covidien 70063B, Run Around Md.Girl Covidien 70063G, Huggies 43138 Youth Pull On Brief 2T-3T Boys, Huggies 43136 Youth Pull On Briefs 2T-3T Girls, Curity Sleeppants Covidien 70073, First Quality CR7007 Trn Pants Girl 2T-3T, Attends CMF-B2, Attends CMF-G2.
38	EA	T4532	Pediatric size pull on large, each	150	\$0.39	Run Around Lg. Boy, Covidien 70064B, Run Around Lg. Girl Covidien 70064 GC, Huggies Youth Pull On Briefs 43139 3T-4T Boys, Huggies 43137 3T-4T Girls, First Quality CR8007 Cutie Trn Pants Boy 3T-4T, First Quality CR8008 Trn Pants Girl 3T-4T, Attends CMF-B3, Attends CMF-G3.
39	EA	T4533	Youth size brief / diaper, each	300	\$0.30	Tranquility PBE 2166, Curity Ultra Fits Covidien 80058, Huggies 43095 (Size 6), Luvs Baby Diapers 238772 (Size 6), First Qualify CR6001, Cuties TM Baby Diaper-Size 6, 35+ lbs., Attends BRBY 20"-28", Attends CMF-7.
40	EA	T4534	Youth size pull on, each	150	\$0.43	Select Extra Small Brief PBE 2603, Run Around X-Lg Boy Covidien 70065B, Run Around X-Lg Girl Covidien 70065G, Huggies Pull-Up 434135 4T-5T Boy, Huggies Pull-Up 43116 4T-5T Girl, Curity Sleeppants Covidien 70074, Sleep Overs Youth Underwear SLP05301, Sleep Overs Youth Underwear SLP05302, 65-125 lbs., First Quality CR9007 Trn Pants Boy 4T-5T, First Quality CR9008 Trn Girl 4T-5T, Attends CMF-B4, Attends CMF-G4.

41	EA	T4535	Disposable liner / shield / pad, each	300	\$0.17	Booster Pad PBE 2760, Select Shield PBE 2648, Booster Pad PBE 2072, Trabquility Super Plus Trimshield PBE 2083, Dignity ThinSerts Humanicare 30054, Humanicare Dignity Natural Liner HC26955, HC 26954, Humanicare Stackable Pac HC30053, Humanicare Dignity Plus Super Liner HC30071, Humanicare Dignity Plus Liner HC30074, Humanicare Spartan Liners HC40340, Attend Shaped LP0500, Serenity extra pads (mod) SCA 48900, FQ Prevail Pantiliner PV-926, FZ Prevail Day Time Liner PL-100/1 and Attends LP0600, Prevail Bladder Control Pad extra BC-012, Absorben Products Company 19244 Booster Liner, First Quality PQPPv-915/1, Prevail Extra Plus Liner BC-013, First Quality, PQPPV923/1, Presto ILS21500 Absorbent Liner, Absorbent Products APC57244, Absorbent Products APC 46250.
42	EA	T4536	Reusable washable underwear any size, each	10	\$2.50	Covidien KN705A Small/Med., Covidien KN706A Large/ X-Large, Covidien KN707A XX-Large/XXX-Large.
43	EA	T4541	Disposable underpads (e.g., Chux's), large 23 x 36	180	\$0.18	Covidien 1093DP, 7176, 2675, Griffin Medical 1836.
44	EA	T4542	Disposable underpads (e.g., Chux's), small 17 x 24	180	\$0.14	PaperPak UFS170, Griffin Medical Underpad 17x24 #2504
45	EA	T4543	Bariatric adult size brief / diaper xx-large, each	300	\$0.90	Whitestone 43790, Prevail Breathable Bariatric Brief, 63" - 94" PV-094, Attends DD60, Principle Business Enterprises 2190.
46	EA	A4649	Misc. Supply	1	PA Required	no reference, prior authorization supply
47	EA	A5112	Urinary leg bag; latex	2	N/A	Coloplast 68001, Coloplast 68004, Coloplast 68007, Coloplast 68006L, Coloplast 68006R.
48	EA	A5120	Skin barrier, wipes, 50/box (antiseptic), per wipe	100	\$0.19	DermaRite 00237, PDIB01051
49	EA	S5199	Personal Care Products / Wipes/Adult/Baby, per wipe	100	N/A	Huggies 39301 Natural Care Wipes, First Quality CRW-050, PDID35185.

50	EA	A6250	Skin sealants, protectants, moisturizers, ointment, any type, any size	2	N/A	Secura Smith & Nephew 2.47 oz 59431500, DermaRite Periguard 3.5 oz 00204.
51	EA	A4520	Diaper/Incontinent pant, reusable/washable	1	N/A	Humanicare 16000 series, Humanicare 40200 series, Humanicare Spartan Unisex Waterproof Pant HC10000 Series, Covidien 689 SML, Covidien 691 MED, Covidien 694 KRG, Covidient 698 XL, Absorbent Products 34034-B.
52	EA	A4354	Insertion Tray with Drainage Bag	10	N/A	Bard 4A5110-4A5146 Series.
53	EA	A4353	Intermittent Urinary Catheter with Insertion Supplies	150	N/A	Coloplast 1008, 1012, 1014, 1016, 3110, 3112, 3114, 3116, 3212,3214, Bard 4A5110-4A5146 Series.
54	EA	T4544	Adult pull on, X-large; New coder per Medicare requirement	150	\$0.70	PAPAU24060, Presto FQPV-517, First Quality. COV 1630, Covidien, Principle Business Enterprises PBE2608.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 2
 to
 CONTRACT NO. 071B6600017
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc	Loren Bennett	lbennett@jandbmedical.com
50496 W. Pontiac Trail	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Wixom MI, 48393	248-896-6253	*****1174

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DHHS	Kevin Dunn	517-335-5096	dunnk3@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jillian Yeates	517-284-7019	yeatesj@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Mail Order Incontinence Supplies And Services For The Michigan Department Of Health And Human Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2016	December 31, 2018	2 - 1 Year	December 31, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$38,058,193.71		\$ 0.00	\$38,058,193.71	
DESCRIPTION: Effective March 1, 2016, the pricing on this Contract is revised, per attached Exhibit C Pricing, as follows: 1. Monthly Quantity Limits are added. 2. Wisconsin Pricing Amendment Item #16 code changed from A4335 to A4523-U1 All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement, and DTMB Procurement approval.				

Contract No. 071B6600017
Mail Order Incontinence Supplies and Services

**EXHIBIT C
PRICING**

Item No.	Unit	HCPC Code	Description	Monthly Quantity Limit	Unit Cost Per Item	Referenced Brands/Manufacturers
1	EA	A4310	Insertion tray without drainage bag and without catheter (accessories only)	2	\$1.68	AMSINO AS880 10 CC, AMSINO AS890 30 CC Bard 802010, Bard 802030
2	EA	A4311	Insertion tray without drainage bag with indwelling catheter, foley type, two-way latex with coating, (Teflon, silicone, silicone elastomer or hydrophilic, etc.)	2	\$3.55	Bard 800 Series
3	EA	A4312	Insertion tray without drainage bag with indwelling catheter, foley type, two-way, all silicone	2	\$3.75	Bard 720000 Series
4	EA	A4314	Insertion tray with drainage bag with indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.)	2	\$3.25	Bard 802016, Bard 802018
5	EA	A4315	Insertion tray with drainage bag, with indwelling catheter, foley type, two-way, all silicone	2	\$5.00	Covidien 6900 Series, Covidien 6950 Bard 897214, Bard 897216, Bard 897218
6	EA	A4320	Irrigation tray with bulb or piston syringe, any purpose	30	\$0.82	AMSINO AS130 (Bulb), AMSINO AS136 (Piston), Covidien 67803
7	EA	A4322	Irrigation syringe, bulb or piston, each	30	\$0.44	Amsino AS011 (Bulb), Bard 750379
8	EA	A4349	Male external catheter (G)	96	\$0.62	Coloplast 5000 Series, Coloplast 8000 Series
9	EA	A4349	Male external catheter (G) with adhesive strip, each	96		Coloplast 7200 Series
10	EA	A4326	Male external catheter, specialty type, e.g., inflatable, faceplate, etc. each	30	\$0.88	Hollister 9811, Hollister 9873
11	EA	A4328	Female external urinary collection device; pouch, each	10	\$2.25	Hollister 9840
12	EA	A4330	Perianal fecal collection pouch with adhesive, each	10	\$6.11	Hollister 9821, 9822, Convatec 650078
13	EA	A4331	Extension drainage tubing, any type, any length, with urinary leg bag or urostomy pouch, each	4	\$1.55	Coloplast 475, AMSINO AS311
14	EA	A4333	Urinary catheter anchoring device, adhesive skin attachment	4	\$0.70	M.C. Johnson 5445-2, M.C., Johnson 5445-3

15	EA	A4334	Urinary catheter anchoring device, leg strap	6	\$0.61	Covidien 8887600149
16	EA	A4335	Belted/Unbelted Undergarment WO Sides	150	\$0.31	Select Belt Less PBE 2078, Select Belted PBE 2650, Tranquility Belted Undergarment PBE 2150, Covidien Belted Undergarment MD-171B10, Absorbent Products 11530
17	EA	A4338	Indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.) each	2	\$0.92	AMSINO AS4000 Series, Bard 12361 12A123630A Series, Teleflex 180705120-180705280 Series, Teleflex 180730140-180730280 Series
18	EA	A4340	Indwelling catheter, specialty type, e.g. Coude, mushroom, wing, etc., each	5	\$2.25	Covidien 20512C-20524C Series, Teleflex 318112-918124 Series, Coloplast AA6308-AA6310 Series, Coloplast AA6312-AA6324 Series
19	EA	A4344	Indwelling catheter, foley type, two-way, all silicone, each	5	\$3.50	Coloplast AA61XX Series, Coloplast AA6CXX Series, AMSINO AS40000 Series, Bard 806316-806324 Series, Bard 806514-806524 Series, Bard 165808-165824 Series, Teleflex 170605120-170605260 Series
20	EA	A4351	Intermittent urinary catheter, straight tip, each	150	\$0.42	Coloplast 110 Series, Coloplast 200 Series, Coloplast 300 Series, Coloplast 400 Series, AMSINO AS861000 Series, COV400608 8FR, COV400610 10FR, COV400612 12FR, COV400614 14FR, COV400616 16FR, COV400618 18FR, COV8887660903 14FR 6", Covidien KN8888492025, Covidien KN8888492033, CovidienKN8888492041, Covidien KN8888492058, Bard 802408-802422 Series

21	EA	A4351-U4	Intermittent urinary catheter, straight tip, each	150 under age 21	\$1.70	Coloplast 4100, 4200, 4300, 4400 Series, Coloplast 28578 SpeediCath Compact Female, 8FR. Coloplast 28580 SpeediCath Compact Female, 10FR. Coloplast 28582 SpeediCath Compact Female, 12FR. Coloplast 28584 SpeediCath Compact Female, 14FR. Coloplast 28408 Speedicath Male Ready-To-Use, 8 FR. Coloplast 28410 Speedicath Male Ready-To-Use, 10 FR. Coloplast 28412 Speedicath Male Ready-To-Use, 12 FR. Coloplast 28414 Speedicath Male Ready-To-Use, 14 FR. Coloplast 28416 Speedicath Male Ready-To-Use, 16 FR. Coloplast 28418 Speedicath Male Ready-To-Use, 18 FR, Wellspect 4000840-4001840 Series
22	EA	A4352	Intermittent urinary catheter, coude (curved) tip, each	150	\$1.42	Coloplast 600 Series, Coloplast 800 Series, Bard 423710-423718
23	EA	A4352-U4	Intermittent urinary catheter, coude (curved) tip, each	150 under age 21	\$2.31	Astra-Tech (Lofric) 960000 Series, Coloplast 4600, 4800 Series, Coloplast 28490-28496 Series
24	EA	A4357	Bedside drainage bag, day or night, with or without anti-reflux device, with or w/o tube, each	3	\$1.55	Bard 802001 AMSINO AS332
25	EA	A4358	Urinary leg bag, vinyl, with or w/o tube, each	10	\$1.50	Amsino AS306Nm Amsino AS307N, Bard 4A4174
26	EA	A4402	Lubricant	10 oz.	\$0.23	Pro Advantage P903200, Fougera 20537
27	EA	T4521	Adult size brief / diaper small, each	300	\$0.30	Select PBE 2620, Tranquility Full Fit PBE 2120, Attends BRBX10, Hook & Loop Covidien 63062, Tena Specialty Brief SCA 66100, First Quality Brief PV-011, KN66032 Small Wings Choice Plus Quilted
28	EA	T4522	Adult size brief / diaper medium, each	300	\$0.29	Select Full fit PBE 2624, Hook & Loop Covidien 63063, Attends BRB20, Tena Ultra Briefs Medium SCA67200, FQ Per-Fit Breathable PF-012/1, KN66033 Med Wings Choice Plus Quilted, Wings Choice Adult Brief Medium Covidien KN60043DP

29	EA	T4523	Adult size brief / diaper large, each	300	\$0.37	Select Full Fit PBE 2634, Hook & Loop Covidien 63064, Attends BR30, Attends BRB30, Tena Ultra Brief Large SCA68122, FQ Per-Fit Breathable PF-013/1, KN66034 Large Wings Choice Plus Quilted, Wings Choice Adult Brief Large Covidien KN60044DP
30	EA	T4524	Adult size brief / diaper x-large, each	300	\$0.45	Select Full Fit PBE 2635, Hook & Loop Covidien 63065, Attends BR40, Attends BRB40, FQ Per-Fit Breathable PF-014/1, KN66035 X-Large Wings Choice Plus Quilted, Wings Choice Adult Brief XLG Covidien KN60045DP
31	EA	T4525	Adult size pull on small, each	150	\$0.38	Select Sm PBE 2604, Attends 7 PaperPak APP0710, First Quality PV-511
32	EA	T4526	Adult size pull on medium, each	150	\$0.32	Select Med PBE 2605, Sure Care Protective Underwear Covidien 1605, Attends 7 APP0720, Tena Plus SCA, 72241, First Quality PF-512, First Quality PFM-512, First Quality PFW-512.
33	EA	T4527	Adult size pull on large, each	150	\$0.36	Select Lg, PBE 2606, Sure Care Protective Underwear Covidien 1615, Attends 7 PaperPak APP0730, Tena Plus SCA 72340, FQ Per-Fit PF-513, First Quality PFM-513, First Quality PFW-513.
34	EA	T4528	Adult size pull on x-large each	150	\$0.46	Select XLG PBE 2607, Sure Care Protective Underwear, Covidien 1625, Attends 7 PaperPak APP0740, Tena Plus SCA72419, FA Per-Fit PF-514, First Quality PFM-514, First PFW-514
35	EA	T4529	Pediatric size brief / diaper small / medium, each	300 up to age 13. Age 13 & over require PA	\$0.23	Curity Ultra Fits Covidien 80018, Curity Ultra Fits Covidien 80028, Huggies 43088 (size 1), Huggies 43091 (size 2), Huggies 43094 (size 3), Luvs Baby Diapers PNG341417 (size 2), Luvs Baby Diapers 238793 (size 3), First Quality CR2001, Cuties TM Baby Diaper-Size 2, 12-18 lbs., First Quality CR3001, Cuties TM Baby Diaper-Size 3, 16-28 lbs.

36	EA	T4530	Pediatric size brief / diaper large, each	300 up to age 13. Age 13 & over require PA	\$0.24	Curity Ultra Fits Covidien 80038CF, Curity Ultra Fits Covidien 80048, Huggies 43085 (Size 5), Huggies 43084 (Size 4), Luvs Baby Diapers 238800 (Size 4), Luvs Baby Diapers 239055 (Size 5), First Quality CR4001, Cuties TM Baby Diaper-Size 4, 22-37 lbs., First Quality CR5001, Cuties TM Baby Diaper-Size 5, 27+ lbs.
37	EA	T4531	Pediatric size pull on small/medium,each	150	\$0.39	Run Around MD. Boy Covidien 70063B, Run Around Md.Girl Covidien 70063G, Huggies 43138 Youth Pull On Brief 2T-3T Boys, Huggies 43136 Youth Pull On Briefs 2T-3T Girls, Curity Sleeppants Covidien 70073, First Quality CR7007 Trn Pants Girl 2T-3T, Attends CMF-B2, Attends CMF-G2.
38	EA	T4532	Pediatric size pull on large, each	150	\$0.43	Run Around Lg. Boy, Covidien 70064B, Run Around Lg. Girl Covidien 70064 GC, Huggies Youth Pull On Briefs 43139 3T-4T Boys, Huggies 43137 3T-4T Girls, First Quality CR8007 Cutie Trn Pants Boy 3T-4T, First Quality CR8008 Trn Pants Girl 3T-4T, Attends CMF-B3, Attends CMF-G3.
39	EA	T4533	Youth size brief / diaper, each	300	\$0.30	Tranquility PBE 2166, Curity Ultra Fits Covidien 80058, Huggies 43095 (Size 6), Luvs Baby Diapers 238772 (Size 6), First Quality CR6001, Cuties TM Baby Diaper-Size 6, 35+ lbs., Attends BRBY 20"-28", Attends CMF-7.
40	EA	T4534	Youth size pull on, each	150	\$0.40	Select Extra Small Brief PBE 2603, Run Around X-Lg Boy Covidien 70065B, Run Around X-Lg Girl Covidien 70065G, Huggies Pull-Up 434135 4T-5T Boy, Huggies Pull-Up 43116 4T-5T Girl, Curity Sleeppants Covidien 70074, Sleep Overs Youth Underwear SLP05301, Sleep Overs Youth Underwear SLP05302, 65-125 lbs., First Quality CR9007 Trn Pants Boy 4T-5T, First Quality CR9008 Trn Girl 4T-5T, Attends CMF-B4, Attends CMF-G4.

41	EA	T4535	Disposable liner / shield / pad, each	300	\$0.14	Booster Pad PBE 2760, Select Shield PBE 2648, Booster Pad PBE 2072, Trabquility Super Plus Trimshield PBE 2083, Dignity ThinSerts Humanicare 30054, Humanicare Dignity Natural Liner HC26955, HC 26954, Humanicare Stackable Pac HC30053, Humanicare Dignity Plus Super Liner HC30071, Humanicare Dignity Plus Liner HC30074, Humanicare Spartan Liners HC40340, Attend Shaped LP0500, Serenity extra pads (mod) SCA 48900, FQ Prevail Pantiliner PV-926, FZ Prevail Day Time Liner PL-100/1 and Attends LP0600, Prevail Bladder Control Pad extra BC-012, Absorben Products Company 19244 Booster Liner, First Quality PQPPv-915/1, Prevail Extra Plus Liner BC-013, First Quality, PQPPV923/1, Presto ILS21500 Absorbent Liner, Absorbent Products APC57244, Absorbent Products APC 46250.
42	EA	T4536	Reusable washable underwear any size, each	10	\$1.08	Covidien KN705A Small/Med., Covidien KN706A Large/ X-Large, Covidien KN707A XX-Large/XXX-Large.
43	EA	T4541	Disposable underpads (e.g., Chux's), large 23 x 36	180	\$0.14	Covidien 1093DP, 7176, 2675, Griffin Medical 1836.
44	EA	T4542	Disposable underpads (e.g., Chux's), small 17 x 24	180	\$0.12	PaperPak UFS170, Griffin Medical Underpad 17x24 #2504
45	EA	T4543	Bariatric adult size brief / diaper xx-large, each	300	\$0.85	Whitestone 43790, Prevail Breathable Bariatric Brief, 63" - 94" PV-094, Attends DD60, Principle Business Enterprises 2190.
46	EA	A4649	Misc. Supply	1	PA Required	no reference, prior authorization supply
47	EA	A5112	Urinary leg bag; latex	2	\$1.50	Coloplast 68001, Coloplast 68004, Coloplast 68007, Coloplast 68006L, Coloplast 68006R.
48	EA	A5120	Skin barrier, wipes, 50/box (antiseptic), per wipe	100	\$0.10	DermaRite 00237, PDIB01051
49	EA	S5199	Personal Care Products / Wipes/Adult/Baby, per wipe	100	\$0.03	Huggies 39301 Natural Care Wipes, First Quality CRW-050, PDID35185.
50	EA	A6250	Skin sealants, protectants, moisturizers, ointment, any type, any size	2	\$1.95	Secura Smith & Nephew 2.47 oz 59431500, DermaRite Periguard 3.5 oz 00204.

51	EA	A4520	Diaper/Incontinent pant, reusable/washable	1	\$8.15	Humanicare 16000 series, Humanicare 40200 series, Humanicare Spartan Unisex Waterproof Pant HC10000 Series, Covidien 689 SML, Covidien 691 MED, Covidien 694 KRG, Covidient 698 XL, Absorbent Products 34034-B.
52	EA	A4354	Insertion Tray with Drainage Bag	10	\$5.25	Bard 4A5110-4A5146 Series.
53	EA	A4353	Intermittent Urinary Catheter with Insertion Supplies	150	\$3.40	Coloplast 1008, 1012, 1014, 1016, 3110, 3112, 3114, 3116, 3212,3214, Bard 4A5110-4A5146 Series.
54	EA	T4544	Adult pull on, X-large; New coder per Medicare requirement	150	\$0.64	PAPAU24060, Presto FQPV-517, First Quality. COV 1630, Covidien, Principle Business Enterprises PBE2608.

Contract No. 071B6600017
Mail Order Incontinence Supplies and Services

Wisconsin Pricing Amendment

Item No.	Unit	HCPC Code	Description	Monthly Quantity Limit	Unit Cost Per Item	Referenced Brands/Manufacturers
1	EA	A4310	Insertion tray without drainage bag and without catheter (accessories only)	2	\$3.85	AMSINO AS880 10 CC, AMSINO AS890 30 CC Bard 802010, Bard 802030
2	EA	A4311	Insertion tray without drainage bag with indwelling catheter, foley type, two-way latex with coating, (Teflon, silicone, silicone elastomer or hydrophilic, etc.)	2	\$9.26	Bard 800 Series
3	EA	A4312	Insertion tray without drainage bag with indwelling catheter, foley type, two-way, all silicone	2	\$9.50	Bard 720000 Series
4	EA	A4314	Insertion tray with drainage bag with indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.)	2	\$13.25	Bard 802016, Bard 802018
5	EA	A4315	Insertion tray with drainage bag, with indwelling catheter, foley type, two-way, all silicone	2	\$13.59	Covidien 6900 Series, Covidien 6950 Bard 897214, Bard 897216, Bard 897218
6	EA	A4320	Irrigation tray with bulb or piston syringe, any purpose	30	\$1.92	AMSINO AS130 (Bulb), AMSINO AS136 (Piston), Covidien 67803
7	EA	A4322	Irrigation syringe, bulb or piston, each	30	\$2.20	Amsino AS011 (Bulb), Bard 750379
8	EA	A4349	Male external catheter (G)	96	\$0.83	Coloplast 5000 Series, Coloplast 8000 Series
9	EA	A4349	Male external catheter (G) with adhesive strip, each	96	\$0.83	Coloplast 7200 Series
10	EA	A4326	Male external catheter, specialty type, e.g., inflatable, faceplate, etc. each	30	\$7.14	Hollister 9811, Hollister 9873
11	EA	A4328	Female external urinary collection device; pouch, each	10	\$7.10	Hollister 9840
12	EA	A4330	Perianal fecal collection pouch with adhesive, each	10	\$6.86	Hollister 9821, 9822, Convatec 650078
13	EA	A4331	Extension drainage tubing, any type, any length, with urinary leg bag or urostomy pouch, each	4	\$1.80	Coloplast 475, AMSINO AS311
14	EA	A4333	Urinary catheter anchoring device, adhesive skin attachment	4	\$1.12	M.C. Johnson 5445-2, M.C., Johnson 5445-3
15	EA	A4334	Urinary catheter anchoring device, leg strap	6	\$0.81	Covidien 8887600149

16	EA	A4523-U1	Belted/Unbelted Undergarment WO Sides	150	\$0.78	Select Belt Less PBE 2078, Select Belted PBE 2650, Tranquility Belted Undergarment PBE 2150, Covidien Belted Undergarment MD-171B10, Absorbent Products 11530
17	EA	A4338	Indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.) each	2	\$6.45	AMSINO AS4000 Series, Bard 12361 12A123630A Series, Teleflex 180705120-180705280 Series, Teleflex 180730140-180730280 Series
18	EA	A4340	Indwelling catheter, specialty type, e.g. Coude, mushroom, wing, etc., each	5	\$5.45	Covidien 20512C-20524C Series, Teleflex 318112-918124 Series, Coloplast AA6308-AA6310 Series, Coloplast AA6312-AA6324 Series
19	EA	A4344	Indwelling catheter, foley type, two-way, all silicone, each	5	\$7.75	Coloplast AA61XX Series, Coloplast AA6CXX Series, AMSINO AS40000 Series, Bard 806316-806324 Series, Bard 806514-806524 Series, Bard 165808-165824 Series, Teleflex 170605120-170605260 Series
20	EA	A4351	Intermittent urinary catheter, straight tip, each	150	\$1.20	Coloplast 110 Series, Coloplast 200 Series, Coloplast 300 Series, Coloplast 400 Series, AMSINO AS861000 Series, COV400608 8FR, COV400610 10FR, COV400612 12FR, COV400614 14FR, COV400616 16FR, COV400618 18FR, COV8887660903 14FR 6", Covidien KN8888492025, Covidien KN8888492033, CovidienKN8888492041, Covidien KN8888492058, Bard 802408-802422 Series

21	EA	A4351-U4	Intermittent urinary catheter, straight tip, each	150	\$2.25	Coloplast 4100, 4200, 4300, 4400 Series, Coloplast 28578 SpeediCath Compact Female, 8FR. Coloplast 28580 SpeediCath Compact Female, 10FR. Coloplast 28582 SpeediCath Compact Female, 12FR. Coloplast 28584 SpeediCath Compact Female, 14FR. Coloplast 28408 Speedicath Male Ready-To-Use, 8 FR. Coloplast 28410 Speedicath Male Ready-To-Use, 10 FR. Coloplast 28412 Speedicath Male Ready-To-Use, 12 FR. Coloplast 28414 Speedicath Male Ready-To-Use, 14 FR. Coloplast 28416 Speedicath Male Ready-To-Use, 16 FR. Coloplast 28418 Speedicath Male Ready-To-Use, 18 FR, Wellspect 4000840-4001840 Series
22	EA	A4352	Intermittent urinary catheter, coude (curved) tip, each	150	\$2.45	Coloplast 600 Series, Coloplast 800 Series, Bard 423710-423718
23	EA	A4352-U4	Intermittent urinary catheter, coude (curved) tip, each	150 Under age 21	\$2.90	Astra-Tech (Lofric) 960000 Series, Coloplast 4600, 4800 Series, Coloplast 28490-28496 Series
24	EA	A4357	Bedside drainage bag, day or night, with or without anti-reflux device, with or w/o tube, each	3	\$5.74	Bard 802001 AMSINO AS332
25	EA	A4358	Urinary leg bag, vinyl, with or w/o tube, each	10	\$5.22	Amsino AS306Nm Amsino AS307N, Bard 4A4174
26	EA	A4402	Lubricant	10 oz	\$0.32	Pro Advantage P903200, Fougere 20537
27	EA	T4521	Adult size brief / diaper small, each	300	\$0.43	Select PBE 2620, Tranquility Full Fit PBE 2120, Attends BRBX10, Hook & Loop Covidien 63062, Tena Specialty Brief SCA 66100, First Quality Brief PV-011, KN66032 Small Wings Choice Plus Quilted
28	EA	T4522	Adult size brief / diaper medium, each	300	\$0.44	Select Full fit PBE 2624, Hook & Loop Covidien 63063, Attends BRB20, Tena Ultra Briefs Medium SCA67200, FQ Per-Fit Breathable PF-012/1, KN66033 Med Wings Choice Plus Quilted, Wings Choice Adult Brief Medium Covidien KN60043DP

29	EA	T4523	Adult size brief / diaper large, each	300	\$0.58	Select Full Fit PBE 2634, Hook & Loop Covidien 63064, Attends BR30, Attends BRB30, Tena Ultra Brief Large SCA68122, FQ Per-Fit Breathable PF-013/1, KN66034 Large Wings Choice Plus Quilted, Wings Choice Adult Brief Large Covidien KN60044DP
30	EA	T4524	Adult size brief / diaper x-large, each	300	\$0.65	Select Full Fit PBE 2635, Hook & Loop Covidien 63065, Attends BR40, Attends BRB40, FQ Per-Fit Breathable PF-014/1, KN66035 X-Large Wings Choice Plus Quilted, Wings Choice Adult Brief XLG Covidien KN60045DP
31	EA	T4525	Adult size pull on small, each	150	\$0.71	Select Sm PBE 2604, Attends 7 PaperPak APP0710, First Quality PV-511
32	EA	T4526	Adult size pull on medium, each	150	\$0.71	Select Med PBE 2605, Sure Care Protective Underwear Covidien 1605, Attends 7 APP0720, Tena Plus SCA, 72241, First Quality PF-512, First Quality PFM-512, First Quality PFW-512.
33	EA	T4527	Adult size pull on large, each	150	\$0.79	Select Lg, PBE 2606, Sure Care Protective Underwear Covidien 1615, Attends 7 PaperPak APP0730, Tena Plus SCA 72340, FQ Per-Fit PF-513, First Quality PFM-513, First Quality PFW-513.
34	EA	T4528	Adult size pull on x-large each	150	\$1.02	Select XLG PBE 2607, Sure Care Protective Underwear, Covidien 1625, Attends 7 PaperPak APP0740, Tena Plus SCA72419, FA Per-Fit PF-514, First Quality PFM-514, First PFW-514
35	EA	T4529	Pediatric size brief / diaper small / medium, each	300 up to age 13. Age 13 & over require PA.	\$0.40	Curity Ultra Fits Covidien 80018, Curity Ultra Fits Covidien 80028, Huggies 43088 (size 1), Huggies 43091 (size 2), Huggies 43094 (size 3), Luvs Baby Diapers PNG341417 (size 2), Luvs Baby Diapers 238793 (size 3), First Quality CR2001, Cuties TM Baby Diaper-Size 2, 12-18 lbs., First Quality CR3001, Cuties TM Baby Diaper-Size 3, 16-28 lbs.

36	EA	T4530	Pediatric size brief / diaper large, each	300 up to age 13. Age 13 & over require PA.	\$0.44	Curity Ultra Fits Covidien 80038CF, Curity Ultra Fits Covidien 80048, Huggies 43085 (Size 5), Huggies 43084 (Size 4), Luvs Baby Diapers 238800 (Size 4), Luvs Baby Diapers 239055 (Size 5), First Quality CR4001, Cuties TM Baby Diaper-Size 4, 22-37 lbs., First Quality CR5001, Cuties TM Baby Diaper-Size 5, 27+ lbs.
37	EA	T4531	Pediatric size pull on small/medium,each	150	\$0.42	Run Around MD. Boy Covidien 70063B, Run Around Md.Girl Covidien 70063G, Huggies 43138 Youth Pull On Brief 2T-3T Boys, Huggies 43136 Youth Pull On Briefs 2T-3T Girls, Curity Sleeppants Covidien 70073, First Quality CR7007 Trn Pants Girl 2T-3T, Attends CMF-B2, Attends CMF-G2.
38	EA	T4532	Pediatric size pull on large, each	150	\$0.44	Run Around Lg. Boy, Covidien 70064B, Run Around Lg. Girl Covidien 70064 GC, Huggies Youth Pull On Briefs 43139 3T-4T Boys, Huggies 43137 3T-4T Girls, First Quality CR8007 Cutie Trn Pants Boy 3T-4T, First Quality CR8008 Trn Pants Girl 3T-4T, Attends CMF-B3, Attends CMF-G3.
39	EA	T4533	Youth size brief / diaper, each	300	\$0.46	Tranquility PBE 2166, Curity Ultra Fits Covidien 80058, Huggies 43095 (Size 6), Luvs Baby Diapers 238772 (Size 6), First Quality CR6001, Cuties TM Baby Diaper-Size 6, 35+ lbs., Attends BRBY 20"-28", Attends CMF-7.
40	EA	T4534	Youth size pull on, each	150	\$0.64	Select Extra Small Brief PBE 2603, Run Around X-Lg Boy Covidien 70065B, Run Around X-Lg Girl Covidien 70065G, Huggies Pull-Up 434135 4T-5T Boy, Huggies Pull-Up 43116 4T-5T Girl, Curity Sleeppants Covidien 70074, Sleep Overs Youth Underwear SLP05301, Sleep Overs Youth Underwear SLP05302, 65-125 lbs., First Quality CR9007 Trn Pants Boy 4T-5T, First Quality CR9008 Trn Girl 4T-5T, Attends CMF-B4, Attends CMF-G4.

41	EA	T4535	Disposable liner / shield / pad, each	300	\$0.29	Booster Pad PBE 2760, Select Shield PBE 2648, Booster Pad PBE 2072, Trabquility Super Plus Trimshield PBE 2083, Dignity ThinSerts Humanicare 30054, Humanicare Dignity Natural Liner HC26955, HC 26954, Humanicare Stackable Pac HC30053, Humanicare Dignity Plus Super Liner HC30071, Humanicare Dignity Plus Liner HC30074, Humanicare Spartan Liners HC40340, Attend Shaped LP0500, Serenity extra pads (mod) SCA 48900, FQ Prevail Pantiliner PV-926, FZ Prevail Day Time Liner PL-100/1 and Attends LP0600, Prevail Bladder Control Pad extra BC-012, Absorben Products Company 19244 Booster Liner, First Quality PQPPv-915/1, Prevail Extra Plus Liner BC-013, First Quality, PQPPV923/1, Presto ILS21500 Absorbent Liner, Absorbent Products APC57244, Absorbent Products APC 46250.
42	EA	T4536	Reusable washable underwear any size, each	10	\$7.72	Covidien KN705A Small/Med., Covidien KN706A Large/ X-Large, Covidien KN707A XX-Large/XXX-Large.
43	EA	T4541	Disposable underpads (e.g., Chux's), large 23 x 36	180	\$0.25	Covidien 1093DP, 7176, 2675, Griffin Medical 1836.
44	EA	T4542	Disposable underpads (e.g., Chux's), small 17 x 24	180	\$0.25	PaperPak UFS170, Griffin Medical Underpad 17x24 #2504
45	EA	T4543	Bariatric adult size brief / diaper xx-large, each	300	\$1.89	Whitestone 43790, Prevail Breathable Bariatric Brief, 63" - 94" PV-094, Attends DD60, Principle Business Enterprises 2190.
46	EA	A4649	Misc. Supply	1	PA Required	no reference, prior authorization supply
47	EA	A5112	Urinary leg bag; latex	2	\$22.91	Coloplast 68001, Coloplast 68004, Coloplast 68007, Coloplast 68006L, Coloplast 68006R.
48	EA	A5120	Skin barrier, wipes, 50/box (antiseptic), per wipe	100	\$0.16	DermaRite 00237, PDIB01051
49	EA	S5199	Personal Care Products / Wipes/Adult/Baby, per wipe	100	\$0.09	Huggies 39301 Natural Care Wipes, First Quality CRW-050, PDID35185.

50	EA	A6250	Skin sealants, protectants, moisturizers, ointment, any type, any size	2	\$3.71	Secura Smith & Nephew 2.47 oz 59431500, DermaRite Periguard 3.5 oz 00204.
51	EA	A4520	Diaper/Incontinent pant, reusable/washable	1	\$10.25	Humanicare 16000 series, Humanicare 40200 series, Humanicare Spartan Unisex Waterproof Pant HC10000 Series, Covidien 689 SML, Covidien 691 MED, Covidien 694 KRG, Covidient 698 XL, Absorbent Products 34034-B.
52	EA	A4354	Insertion Tray with Drainage Bag	10	\$6.35	Bard 4A5110-4A5146 Series.
53	EA	A4353	Intermittent Urinary Catheter with Insertion Supplies	150	\$3.80	Coloplast 1008, 1012, 1014, 1016, 3110, 3112, 3114, 3116, 3212,3214, Bard 4A5110-4A5146 Series.
54	EA	T4544	Adult pull on, X-large; New coder per Medicare requirement	150	\$1.02	PAPAU24060, Presto FQPV-517, First Quality. COV 1630, Covidien, Principle Business Enterprises PBE2608.

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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B6600017
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc 50496 W. Pontiac Trail Wixom MI, 48393	Loren Bennett	lbennett@jandbmedical.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-896-6253	*****1174

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DHHS	Kevin Dunn	517-335-5096	dunnk@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jillian Yeates	(517) 284-7019	yeatesj@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Mail Order Incontinence Supplies and Services for the Michigan Department of Health and Human Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2016	December 31, 2018	2 - 1 Year	December 31, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		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			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$38,058,193.71		\$ 0.00	\$38,058,193.71	
DESCRIPTION: Effective January 1, 2016 through June 30, 2016, Wisconsin is hereby added to the contract per section 8, Extended Purchasing Program. The following attached Wisconsin Pricing Amendment is hereby included. All other terms, conditions, specification, and pricing remain the same. Per vendor and agency agreement, and DTMB Procurement approval.				

Contract No. 071B6600017
Mail Order Incontinence Supplies and Services

Wisconsin Pricing Amendment

Item No.	Unit	HCPC Code	Description	Unit Cost Per Item	Referenced Brands/Manufacturers
1	EA	A4310	Insertion tray without drainage bag and without catheter (accessories only)	\$3.85	AMSINO AS880 10 CC, AMSINO AS890 30 CC Bard 802010, Bard 802030
2	EA	A4311	Insertion tray without drainage bag with indwelling catheter, foley type, two-way latex with coating, (Teflon, silicone, silicone elastomer or hydrophilic, etc.)	\$9.26	Bard 800 Series
3	EA	A4312	Insertion tray without drainage bag with indwelling catheter, foley type, two-way, all silicone	\$9.50	Bard 720000 Series
4	EA	A4314	Insertion tray with drainage bag with indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.)	\$13.25	Bard 802016, Bard 802018
5	EA	A4315	Insertion tray with drainage bag, with indwelling catheter, foley type, two-way, all silicone	\$13.59	Covidien 6900 Series, Covidien 6950 Bard 897214, Bard 897216, Bard 897218
6	EA	A4320	Irrigation tray with bulb or piston syringe, any purpose	\$1.92	AMSINO AS130 (Bulb), AMSINO AS136 (Piston), Covidien 67803
7	EA	A4322	Irrigation syringe, bulb or piston, each	\$2.20	Amsino AS011 (Bulb), Bard 750379
8	EA	A4349	Male external catheter (G)	\$0.83	Coloplast 5000 Series, Coloplast 8000 Series
9	EA	A4349	Male external catheter (G) with adhesive strip, each	\$0.83	Coloplast 7200 Series
10	EA	A4326	Male external catheter, specialty type, e.g., inflatable, faceplate, etc. each	\$7.14	Hollister 9811, Hollister 9873
11	EA	A4328	Female external urinary collection device; pouch, each	\$7.10	Hollister 9840
12	EA	A4330	Perianal fecal collection pouch with adhesive, each	\$6.86	Hollister 9821, 9822, Convatec 650078
13	EA	A4331	Extension drainage tubing, any type, any	\$1.80	Coloplast 475, AMSINO AS311

			length, with urinary leg bag or urostomy pouch, each		
14	EA	A4333	Urinary catheter anchoring device, adhesive skin attachment	\$1.12	M.C. Johnson 5445-2, M.C., Johnson 5445-3
15	EA	A4334	Urinary catheter anchoring device, leg strap	\$0.81	Covidien 8887600149
16	EA	A4335	Belted/Unbelted Undergarment WO Sides	\$0.78	Select Belt Less PBE 2078, Select Belted PBE 2650, Tranquility Belted Undergarment PBE 2150, Covidien Belted Undergarment MD-171B10, Absorbent Products 11530
17	EA	A4338	Indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.) each	\$6.45	AMSINO AS4000 Series, Bard 12361 12A123630A Series, Teleflex 180705120-180705280 Series, Teleflex 180730140-180730280 Series
18	EA	A4340	Indwelling catheter, specialty type, e.g. Coude, mushroom, wing, etc., each	\$5.45	Covidien 20512C-20524C Series, Teleflex 318112-918124 Series, Coloplast AA6308-AA6310 Series, Coloplast AA6312-AA6324 Series
19	EA	A4344	Indwelling catheter, foley type, two-way, all silicone, each	\$7.75	Coloplast AA61XX Series, Coloplast AA6CXX Series, AMSINO AS40000 Series, Bard 806316-806324 Series, Bard 806514-806524 Series, Bard 165808-165824 Series, Teleflex 170605120-170605260 Series
20	EA	A4351	Intermittent urinary catheter, straight tip, each	\$1.20	Coloplast 110 Series, Coloplast 200 Series, Coloplast 300 Series, Coloplast 400 Series, AMSINO AS861000 Series, COV400608 8FR, COV400610 10FR, COV400612 12FR, COV400614 14FR, COV400616 16FR, COV400618 18FR, COV8887660903 14FR 6", Covidien KN8888492025, Covidien KN8888492033, CovidienKN8888492041,

				Covidien KN8888492058, Bard 802408-802422 Series	
21	EA	A4351-U4	Intermittent urinary catheter, straight tip, each	\$2.25	Coloplast 4100, 4200, 4300, 4400 Series, Coloplast 28578 SpeediCath Compact Female, 8FR. Coloplast 28580 SpeediCath Compact Female, 10FR. Coloplast 28582 SpeediCath Compact Female, 12FR. Coloplast 28584 SpeediCath Compact Female, 14FR. Coloplast 28408 Speedicath Male Ready-To-Use, 8 FR. Coloplast 28410 Speedicath Male Ready-To-Use, 10 FR. Coloplast 28412 Speedicath Male Ready-To-Use, 12 FR. Coloplast 28414 Speedicath Male Ready-To-Use, 14 FR. Coloplast 28416 Speedicath Male Ready-To-Use, 16 FR. Coloplast 28418 Speedicath Male Ready-To-Use, 18 FR, Wellspect 4000840-4001840 Series
22	EA	A4352	Intermittent urinary catheter, coude (curved) tip, each	\$2.45	Coloplast 600 Series, Coloplast 800 Series, Bard 423710- 423718
23	EA	A4352-U4	Intermittent urinary catheter, coude (curved) tip, each	\$2.90	Astra-Tech (Lofric) 960000 Series, Coloplast 4600, 4800 Series, Coloplast 28490-28496 Series
24	EA	A4357	Bedside drainage bag, day or night, with or without anti-reflux device, with or w/o tube, each	\$5.74	Bard 802001 AMSINO AS332
25	EA	A4358	Urinary leg bag, vinyl, with or w/o tube, each	\$5.22	Amsino AS306Nm Amsino AS307N, Bard 4A4174
26	EA	A4402	Lubricant	\$0.32	Pro Advantage P903200, Fougera 20537

27	EA	T4521	Adult size brief / diaper small, each	\$0.43	Select PBE 2620, Tranquility Full Fit PBE 2120, Attends BRBX10, Hook & Loop Covidien 63062, Tena Specialty Brief SCA 66100, First Quality Brief PV-011, KN66032 Small Wings Choice Plus Quilted
28	EA	T4522	Adult size brief / diaper medium, each	\$0.44	Select Full fit PBE 2624, Hook & Loop Covidien 63063, Attends BRB20, Tena Ultra Briefs Medium SCA67200, FQ Per-Fit Breathable PF-012/1, KN66033 Med Wings Choice Plus Quilted, Wings Choice Adult Brief Medium Covidien KN60043DP
29	EA	T4523	Adult size brief / diaper large, each	\$0.58	Select Full Fit PBE 2634, Hook & Loop Covidien 63064, Attends BR30, Attends BRB30, Tena Ultra Brief Large SCA68122, FQ Per-Fit Breathable PF-013/1, KN66034 Large Wings Choice Plus Quilted, Wings Choice Adult Brief Large Covidien KN60044DP
30	EA	T4524	Adult size brief / diaper x-large, each	\$0.65	Select Full Fit PBE 2635, Hook & Loop Covidien 63065, Attends BR40, Attends BRB40, FQ Per-Fit Breathable PF-014/1, KN66035 X-Large Wings Choice Plus Quilted, Wings Choice Adult Brief XLG Covidien KN60045DP
31	EA	T4525	Adult size pull on small, each	\$0.71	Select Sm PBE 2604, Attends 7 PaperPak APP0710, First Quality PV-511
32	EA	T4526	Adult size pull on medium, each	\$0.71	Select Med PBE 2605, Sure Care Protective Underwear Covidien 1605, Attends 7 APP0720, Tena Plus SCA, 72241, First Quality PF-512, First Quality PFM-512, First Quality PFW-512.

33	EA	T4527	Adult size pull on large, each	\$0.79	Select Lg, PBE 2606, Sure Care Protective Underwear Covidien 1615, Attends 7 PaperPak APP0730, Tena Plus SCA 72340, FQ Per-Fit PF-513, First Quality PFM-513, Frist Quality PFW-513.
34	EA	T4528	Adult size pull on x-large each	\$1.02	Select XLG PBE 2607, Sure Care Protective Underwear, Covidien 1625, Attends 7 PaperPak APP0740, Tena Plus SCA72419, FA Per-Fit PF-514, First Quality PFM-514, First PFW-514
35	EA	T4529	Pediatric size brief / diaper small / medium, each	\$0.40	Curity Ultra Fits Covidien 80018, Curity Ultra Fits Covidien 80028, Huggies 43088 (size 1), Huggies 43091 (size 2), Huggies 43094 (size 3), Luvs Baby Diapers PNG341417 (size 2), Luvs Baby Diapers 238793 (size 3), First Quality CR2001, Cuties TM Baby Diaper-Size 2, 12-18 lbs., First Quality CR3001, Cuties TM Baby Diaper-Size 3, 16-28 lbs.
36	EA	T4530	Pediatric size brief / diaper large, each	\$0.44	Curity Ultra Fits Covidien 80038CF, Curity Ultra Fits Covidien 80048, Huggies 43085 (Size 5), Huggies 43084 (Size 4), Luvs Baby Diapers 238800 (Size 4), Luvs Baby Diapers 239055 (Size 5), First Quality CR4001, Cuties TM Baby Diaper-Size 4, 22-37 lbs., First Quality CR5001, Cuties TM Baby Diaper-Size 5, 27+ lbs.
37	EA	T4531	Pediatric size pull on small/medium,each	\$0.42	Run Around MD. Boy Covidien 70063B, Run Around Md.Girl Covidien 70063G, Huggies 43138 Youth Pull On Brief 2T-3T Boys, Huggies 43136 Youth Pull On Briefs 2T-3T Girls, Curity Sleeppants Covidien 70073, First Quality CR7007 Trn Pants Girl 2T-3T,

					Attends CMF-B2, Attends CMF-G2.
38	EA	T4532	Pediatric size pull on large, each	\$0.44	Run Around Lg. Boy, Covidien 70064B, Run Around Lg. Girl Covidien 70064 GC, Huggies Youth Pull On Briefs 43139 3T-4T Boys, Huggies 43137 3T-4T Girls, First Quality CR8007 Cutie Trn Pants Boy 3T-4T, First Quality CR8008 Trn Pants Girl 3T-4T, Attends CMF-B3, Attends CMF-G3.
39	EA	T4533	Youth size brief / diaper, each	\$0.46	Tranquility PBE 2166, Curity Ultra Fits Covidien 80058, Huggies 43095 (Size 6), Luvs Baby Diapers 238772 (Size 6), First Quality CR6001, Cuties TM Baby Diaper-Size 6, 35+ lbs., Attends BRBY 20"-28", Attends CMF-7.
40	EA	T4534	Youth size pull on, each	\$0.64	Select Extra Small Brief PBE 2603, Run Around X-Lg Boy Covidien 70065B, Run Around X-Lg Girl Covidien 70065G, Huggies Pull-Up 434135 4T-5T Boy, Huggies Pull-Up 43116 4T-5T Girl, Curity Sleeppants Covidien 70074, Sleep Overs Youth Underwear SLP05301, Sleep Overs Youth Underwear SLP05302, 65-125 lbs., First Quality CR9007 Trn Pants Boy 4T-5T, First Quality CR9008 Trn Girl 4T-5T, Attends CMF-B4, Attends CMF-G4.

41	EA	T4535	Disposable liner / shield / pad, each	\$0.29	Booster Pad PBE 2760, Select Shield PBE 2648, Booster Pad PBE 2072, Trabquility Super Plus Trimshield PBE 2083, Dignity ThinSerts Humanicare 30054, Humanicare Dignity Natural Liner HC26955, HC 26954, Humanicare Stackable Pac HC30053, Humanicare Dignity Plus Super Liner HC30071, Humanicare Dignity Plus Liner HC30074, Humanicare Spartan Liners HC40340, Attend Shaped LP0500, Serenity extra pads (mod) SCA 48900, FQ Prevail Pantiliner PV-926, FZ Prevail Day Time Liner PL-100/1 and Attends LP0600, Prevail Bladder Control Pad extra BC-012, Absorben Products Company 19244 Booster Liner, First Quality PQPPv-915/1, Prevail Extra Plus Liner BC-013, First Quality, PQPPV923/1, Presto ILS21500 Absorbent Liner, Absorbent Products APC57244, Absorbent Products APC 46250.
42	EA	T4536	Reusable washable underwear any size, each	\$7.72	Covidien KN705A Small/Med., Covidien KN706A Large/ X-Large, Covidien KN707A XX-Large/XXX-Large.
43	EA	T4541	Disposable underpads (e.g., Chux's), large 23 x 36	\$0.25	Covidien 1093DP, 7176, 2675, Griffin Medical 1836.
44	EA	T4542	Disposable underpads (e.g., Chux's), small 17 x 24	\$0.25	PaperPak UFS170, Griffin Medical Underpad 17x24 #2504
45	EA	T4543	Bariatric adult size brief / diaper xx-large, each	\$1.89	Whitestone 43790, Prevail Breathable Bariatric Brief, 63" - 94" PV-094, Attends DD60, Principle Business Enterprises 2190.
46	EA	A4649	Misc. Supply	PA Required	no reference, prior authorization supply
47	EA	A5112	Urinary leg bag; latex	\$22.91	Coloplast 68001, Coloplast 68004, Coloplast 68007,

					Coloplast 68006L, Coloplast 68006R.
48	EA	A5120	Skin barrier, wipes, 50/box (antiseptic), per wipe	\$0.16	DermaRite 00237, PDIB01051
49	EA	S5199	Personal Care Products / Wipes/Adult/Baby, per wipe	\$0.09	Huggies 39301 Natural Care Wipes, First Quality CRW-050, PDID35185.
50	EA	A6250	Skin sealants, protectants, moisturizers, ointment, any type, any size	\$3.71	Secura Smith & Nephew 2.47 oz 59431500, DermaRite Periguard 3.5 oz 00204.
51	EA	A4520	Diaper/Incontinent pant, reusable/washable	\$10.25	Humanicare 16000 series, Humanicare 40200 series, Humanicare Spartan Unisex Waterproof Pant HC10000 Series, Covidien 689 SML, Covidien 691 MED, Covidien 694 KRG, Covidient 698 XL, Absorbent Products 34034-B.
52	EA	A4354	Insertion Tray with Drainage Bag	\$6.35	Bard 4A5110-4A5146 Series.
53	EA	A4353	Intermittent Urinary Catheter with Insertion Supplies	\$3.80	Coloplast 1008, 1012, 1014, 1016, 3110, 3112, 3114, 3116, 3212,3214, Bard 4A5110-4A5146 Series.
54	EA	T4544	Adult pull on, X-large; New coder per Medicare requirement	\$1.02	PAPAU24060, Presto FQPV-517, First Quality. COV 1630, Covidien, Principle Business Enterprises PBE2608.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

NOTICE OF CONTRACT NO. 071B6600017

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
J & B Medical Supply Co.	Loren Bennett	lbennett@jandbmedical.com
50496 W. Pontiac Trail	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Wixom, MI 48393	(248) 896-6253	1174

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DHHS	Kevin Dunn	(517) 335-5096	dunnk@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jillian Yeates	(517) 284-7019	yeatesj@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:

Mail Order Incontinence Supplies and Services for the Michigan Department of Health and Human Services

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	January 1, 2016	December 31, 2018	2 one-year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	Delivered	N/A	

ALTERNATE PAYMENT OPTIONS

☐ P-card ☐ Direct Voucher (DV) ☐ Other

EXTENDED PURCHASING

☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

None

MISCELLANEOUS INFORMATION

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the Solicitation #007115B0005516. Orders for delivery of equipment will be issued directly by State Agencies through the issuance of a Purchase Order Form.

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	\$38,058,193.71
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For the Contractor:

**Mary Shaya,
President
J & B Medical Supply Co.**

Date

For the State:

**Tom Falik,
Services Division Director
DTMB Procurement
State of Michigan**

Date



STATE OF MICHIGAN
Contract 071B6600017
Mail Order Incontinence Supplies and Services

EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES

I. Project Request

The purpose of this Contract is for mail order incontinence supplies and services for Michigan (Deliverables). Approximately 18,000 Beneficiaries are currently served monthly for the State of Michigan (the State). See Attachment 1 – Michigan Average Product and Beneficiary Usage. Usage may change during the Contract term due to changes in law.

The State reserves the right to add additional Contract deliverables.

II. Requirements

1. Specifications

1.1 Contractor Requirement(s):

- A.** The Contractor must be enrolled in Medicare and be Medicare eligible prior to the first shipping date. The Contractor must maintain their enrollment as a Michigan Medicaid Provider during this Contract and comply with all policies, requirements, and conditions of participation as provided in the Michigan Medical Supplier Provider Manual: <http://www.michigan.gov/medicaidproviders> and then proceed to the [Policy and Forms section](#).
- B.** The Contractor is responsible for verifying beneficiary eligibility through a State-approved system.
 - 1. Contractor's verification of eligibility occurs at multiple points in the account management process including the following:
 - a. Initial set up of the new account;
 - b. Each subsequent contact with the beneficiary; and
 - c. Prior to each monthly shipment.
 - 2. Contractor employs a New Accounts Team of specially trained staff to establish new customer accounts. This team is specifically trained on reviewing eligibility from various websites, including CHAMPS, and understanding the response as it relates to active coverage, paying particular attention to the following:
 - a. Level of Care;
 - b. Benefit exclusions;
 - c. Third Party Liability ("TPL");
 - d. Coordination of Benefits; and
 - e. Coverage guidelines, making their role essential for accurate billing of clean claims and minimal denials.
 - 3. Before each order is prepared for shipping, the order is processed the night before by the proprietary batch eligibility system, where it communicates directly with CHAMPS through the MIHealth connection. The system will access the plan's EDI 270/271 transaction to determine if the beneficiary is active through CHAMPS, and it compares other payers listed on the eligibility file to the payers that are loaded into that beneficiary's account in the software. Any mismatch will flag the customer service team to investigate and update the record before the order is shipped and a claim is submitted to the incorrect payer. If applicable, the State's TPL department is notified of the updated insurance information through the CHAMPS system. In addition, this system can quickly identify and correct the payer in the account as beneficiaries move from fee-for-service into one of the Michigan Medicaid Managed Care entities or MI Health Link plans, allowing for seamless continued service and continuity of care.



- C. In the provision of services under the Contract, the Contractor must not subcontract with any entity that has been suspended by Medicare or Medicaid.

With Contractor's current management of a provider network for Michigan BCBS/BCN and the use of several subcontractors, Contractor's compliance officer maintains up-to-date documentation of their licensing, enrollment, accreditation, and compliance. Contractor's Quality Improvement Committee and management teams conduct routine reviews of work performed by subcontractors to ensure compliance with contract rules and regulations.

D. Product Quality/Specifications:

Before any product is considered for formulary inclusion, Contractor's product review panel, staffed by experienced Registered Nurses along with two Chief Medical Officers will review the prospective product samples that are provided by the manufacturer. Each product is compared against the independent national testing study. Product specifications are requested from the manufacturer along with their own testing results based on the criteria from the NAFC Quality Performance Standards of Disposable Adult Absorbent Products. The panel examines the product for quality based on physical and/or tangible qualities, fit, and expected function of product. The product is compared to other products on the formulary to ensure that the proposed product meets or exceeds the existing formulary product standards.

The product review panel also completes their own testing of the new product and may utilize company employees (i.e. family members, children) to further challenge new products. Only products that pass internal trials are sent to the Program Manager for formulary consideration and subsequent Change Notice.

All pediatric products meet the requirement of half as the recommended amount for adults as outlined by the NAFC Quality Performance Standards of Disposable Adult Absorbent Products.

Regarding urological supplies, such as catheters, drainage bags, and insertion supplies, the Contractor utilizes only market leaders such as Bard and Coloplast, two global urological manufacturing companies that are available nationwide. All products are warehoused in the original packaging prior to shipment. Catheters are handled carefully by the warehouse to ensure that the product is not damaged. All catheters remain in the individually sealed package, keeping the catheter inside sterile. All products contain lot numbers and expiration dates, and inventory is rotated on a "first in, first out" basis.

1. Contractor must provide brands/products that are listed in Exhibit C – Pricing for Selected Incontinence Supplies.

Contractor must provide:

Paper products – at least three listing per the Healthcare Common Procedure Coding System (HCPCS).

Catheters/bags - two brands are required unless there is only one brand available.

All Products - During the contract term, if the Contractor seeks to substitute any products, the Contractor must submit a request for approval to the Michigan Department of Health and Human Services (MDHHS) in advance of making the substitution. This will require the Contractor to send samples to MDHHS for the new product to physically review the quality. MDHHS will use the following criteria for approving products: 1) Absorbency, 2) Size, 3) Closure System, 4) Breathability, 5) Performance of Elastics, and 6) Determination based on similarity of other products on formulary (choices must include a range of absorbency and size). If approved, Exhibit C of the Contract will be changed and updated through a DTMB contract change notice. MDHHS reserves the right to not approve a sample, in which case the



Contractor must submit a suitable substitute product of acceptable quality. MDHHS will also require that the Contractor review and update Exhibit C on a quarterly basis. Upon approval, Exhibit C of the Contract will be changed and updated through a contract change notice. If no change has occurred then the Contractor must submit to MDHHS in writing that no changes have occurred. Exhibit C must remain accurate of deliverables being shipped.

On rare occasion, a manufacturer may make a change to a product's construction, bag count or packaging, or even discontinue a product altogether. When these events occur, Contractor's product review panel reviews the change and makes a determination regarding beneficiary notification and substitution. Once a substitute product is identified, the Program Manager is contacted and provided samples of the suggested replacement for approval. Once approval is obtained, and a Change Notice is prepared, Contractor's nursing staff will coordinate with customer service and the warehouse to initiate the change process. In most cases where the Contractor has advanced notice, beneficiaries will receive samples of alternative products in their regular shipment, affording them time to try the samples and notify the Contractor for their next order. In other situations, Contractor's nursing staff will reach out to the affected beneficiaries telephonically to advise of the change and to re-assess the need, including offering samples. In some cases, a comparable substitution may be made with a letter provided in the shipment. If the substituted product is not acceptable, Contractor will exchange the product at no cost for one that is available and preferable. Samples can be requested at any time to resolve a product challenge.

2. The brands of diapers provided must include the following components:
 - a. Lining/Topsheet
 - b. Absorbent Inner Layers
 - c. Backsheet
 - d. Leg Gathers
 - e. Adhesive
 - f. Refastenable, self-adherent tab fasteners (adult sizes must have at a minimum 2 sets of tabs).
 - g. Some available brands for adult sizes must consist of waist gathers (with significant stretch).

All of Contractor's diapers consist of 2 parts: 1) Diaper core – the middle of the diaper where the urine and liquid feces are absorbed and stored; and 2) Diaper chassis - the shell of the diaper holds the core together, attaches the diaper onto the individual, and creates a proper fit around the legs.

The diaper core is composed of polypropylene, cellulose and superabsorbent polymer. The diaper core consists of several components: Topsheet, Acquisition, Absorbent core, and Diaper Chassis.

3. The Contractor must annually communicate information regarding the product and services provided under this Contract to the medical community through the Contractor's Website or any other appropriate media. The Contractor must submit all such communications to the Program Manager for review and approval prior to transmission. The Contractor's Website must be available to beneficiaries for product information only.

Contractor's technical support team hosts several applications to provide convenient and simple access to information and support. The insurance website, www.jandbmedicalinsurance.com, provides beneficiaries with information about the types of products and applications as well as information about the conditions that may be contributing to their supply need, with language conversion options for any non-English speaking beneficiaries. The website also provides opportunities to contact the Contractor, and offers links to the interactive customer web portal where they can manage their account online. The newly designed interactive portal allows beneficiaries to



request updates to their demographics, notify staff of changes to their insurance or supply needs, submit questions or concerns, view order history and track orders through linkage to the Carrier's website for real time updates on delivery status. The portal also allows beneficiaries with a primary insurance to confirm the need for their supplies online when required, including text message capabilities to re-order supplies and send reminders. For beneficiaries or caregivers with access to mobile devices, our mobile app is downloadable for both Android and iOS platforms and allows them to conveniently maintain their account wherever they may be. Contractor has also developed an online portal for referral sources and providers to access account information, exchange documentation and messages regarding for mutual beneficiaries.

4. The Contractor must correct an error when the wrong product is shipped to the Beneficiary, at no additional cost to the State or the Beneficiary. Upon notice from the Beneficiary or other party that a wrong product was shipped, Contractor must query its Beneficiary Ship Detail History files and flag the record as Incorrect Product Shipped. The Contractor must then order the correct product for delivery or for emergency delivery, and deliver a product the same day to anywhere in the State of Michigan, if appropriate, maintain log and report to Program Manager as specified in Section 2.3 Reporting. The Contractor must simultaneously issue a call tag for pick-up of incorrect product(s) by the Carrier. Liquidated damages will be assessed per Exhibit A, Section 10.

Upon notification of an error, the account is forwarded to the shipping team who will research the account in order to identify the nature of the concern. If a product return is necessary because of an error caused by Contractor, Contractor will issue a Carrier call tag at Contractor's own expense and the Carrier will go to the beneficiary's home and pick up the product and deliver it back to Contractor. If a re-shipment of supplies is required, the shipment will be sent simultaneously with the pick-up request. In the unlikely event that overnight delivery is not feasible or acceptable; Contractor has a fleet of delivery vehicles that can be dispatched to anywhere in the state for same day delivery. Contractor requests that the beneficiary informs Contractor of any issues with their order within 10 days of delivery of the product, and that any return is completed within 30 days. At no time does Contractor charge the State or the beneficiary for the return of items. All shipping issues are logged and tracked through routine reporting to address any trends or areas for improvement

5. The Contractor must provide a mechanism for Beneficiaries to obtain emergency products when needed, within 24 hours of notification, for conditions (e.g., explosive diarrhea, etc.) that arise that exhaust the products supply prior to the next delivery date. When the Contractor is notified of an emergency situation, the Contractor must ship emergency products for next day delivery. If more convenient for the Beneficiary, Contractor must contact its Statewide Provider Network closest to the Beneficiary for delivery of emergency products to the Beneficiary or pick up of emergency products by the Beneficiary.

Emergency product requests are sent with high priority for evaluation by the Contractor's nursing team to determine the urgent nature of the need. Shipment would be arranged with the Carrier for overnight delivery to meet the 24 hour requirement.

If the Contractor is not able to deliver within 24 hours of notification to Contractor of an emergency need by the Beneficiary, advocate, or their physician, the Contractor must be able to arrange for delivery or customer pick-up of the emergency product through a Statewide Provider Network within the specified 24 hours. In the event that overnight delivery is not feasible or acceptable, one of Contractor's delivery vehicles would be dispatched to the beneficiary's home for same-day delivery.



In situations where a Prior Authorization is required from MDHHS shipments must be sent within one business day after the Prior Authorization has been granted. Refer to Medicaid Policy, Medical Supplier Chapter, 1.7C Emergency Prior Authorization.

Additionally, Contractor has the relationship with the manufacturers and their network of representatives in the state of Michigan to arrange for samples to be delivered directly to the beneficiary, same day. As an additional step toward prevention, Contractor also has the ability to pre-position supplies with the Carrier. Contractor can utilize "Custom Critical" to deliver within four (4) hours anywhere in the Contractor has provided pre-positioned samples and product with case managers and key stakeholders as the need arose. Finally, Contractor manages a statewide network of DME providers which enables us to arrange for supplies to be picked up or delivered for the beneficiary the same day.

6. The Contractor must include in each shipment, at no additional cost to the State, educational information on proper skin care and product use as well as any other pertinent medical information to all new Beneficiaries and when the Beneficiary receives a product with a procedure code which has not been previously used by the Beneficiary. At a minimum, the materials should describe how to use the product, the rights and benefits of Beneficiaries, the process for obtaining services including emergency services and the Beneficiaries responsibilities for notifying the Contractor of any address or order changes within one business day of Contractor completing a nursing assessment and at least 10 calendar days prior to scheduled delivery day. The Contractor's toll-free telephone and toll-free teletype (TTY) numbers must be included in the information. The pamphlets must be updated periodically with any changes. When a new product is added to the Contract educational material regarding that product must be developed by the Contractor. Beneficiary education material must be approved by the Program Manager prior to distribution.

All beneficiaries are provided with a welcome letter upon enrollment into Contractor's system, which is available in multiple languages. The welcome package includes HIPAA privacy practices, Assignment of Benefits ("AOB") (when required) and a welcome letter. The Welcome letter provides ways to contact Contractor, such as telephone, fax, TTY numbers, links to our interactive website, and reminders of the items discussed during the intake process, such as notification of insurance or address changes, product change requests and problem resolution.

Educational material on the product and proper application is sent with the initial order for the items requested and with any future orders where a new product type is added. The patient education material is written at or below the state-mandated fifth grade reading level so all recipients can understand, and with a 12-point font to ensure readability. The educational material provides product descriptions, appropriate applications and guidelines for use. Verbal education is also done with the beneficiary during the intake and assessment process and educational material is available on our website in multiple languages. Registered Nurses are available to address individual beneficiary questions by telephone, TTY, or through the interactive website portal.

Educational materials – verbal or written – are available in over 200 languages through our interpretation/translation service, Voices for Health as well as in Braille.

7. The Contractor must provide all Beneficiary translation, both written and verbal communications, via a translator. The communications must include, but are not limited to the following: phone number, pamphlets, state approved educational materials, nursing assessments, etc.

Contractor utilizes a healthcare focused, Michigan-based telephonic language interpretation service, which enables staff to communicate with beneficiaries in over 200 spoken languages, including Spanish, Russian, Arabic, Albanian, Chinese, Mandarin, Hmong, and Vietnamese, in real time.



Written communications are currently available in both English and Spanish, but may also be provided in languages such as Chinese, Russian, Hmong and Arabic. Calls from non-English speaking callers are handled as follows:

- a. Contractor has contracted with a Medical Translation Service. The Translator is able to translate over 200 languages and is available 24 hours a day, 7 days a week, 365 days a year.
- b. When Contractor has contact with a beneficiary who speaks a language other than English, the Contractor's representative contacts a live Translator..
 - I. The Translator determines which language interpreter is needed.
 - II. The Translator is provided the Contractor's security code so that all calls can be tracked.
 - III. Contractor and the beneficiary are connected with a live interpreter within 30 seconds that will speak with both parties to resolve the reason for the call.
- c. Contractor utilizes a Braille printer to accommodate the visually impaired, so all printed documents can be produced and sent in a format they can use; and TTY access is available for the hearing impaired. When a call comes in through the TTY line, an available Registered Nurse or CSR answers the call, obtains the account information and reason for the call, and will consult with the appropriate team to resolve the reason for the contact.

E. Service Capabilities:

Prescriptions:

1. The Contractor must employ staff to receive physician prescriptions by mail, fax, or telephone.

The Contractor must maintain all physician prescriptions for products on file for audit purposes. If a prescription is accepted by telephone, the Contractor is responsible for obtaining a written prescription to be maintained on file.

Contractor keeps electronic medical records and copies of all documents in a beneficiary's file, including prescriptions, certificates of medical necessity and doctors' notes via an online document storage system.

After the completion of the nursing assessment with the beneficiary, the prescription will then be prepared with the beneficiary name, ID, Date of Birth, Physician name and demographics and products deemed appropriate by the nursing assessment. The prescription form is sent to the doctor for the addition of primary and secondary diagnosis information, duration not to exceed twelve (12) months, and either a pen and ink or electronic signature to document medical necessity. If a prescription is submitted via telephone, a member of the Medical Documents team will transfer the information to an electronic prescription.

All prescriptions are recorded in Contractor's software system. Contractor employs a Medical Documents team in the Customer Service department, comprised of highly-trained individuals. That team is responsible for receiving, reviewing and documenting the prescriptions to ensure that they contain all of the required elements to support medical necessity.

Under this Contract, prescriptions must be renewed every 12 months. Prescriptions must indicate the Beneficiary's medical condition (primary and secondary diagnosis).

- a. The following documentation must be filled out by the physician:
 - I. Primary Diagnosis
 - II. Secondary Diagnosis
 - III. Duration



- IV. Date
- V. Signature (not stamped or co-signed)

b. The following documentation must be filled out by the Contractor or physician:

- I. Beneficiary name
- II. Beneficiary ID
- III. Beneficiary Date of Birth
- IV. Physician name, address and telephone number
- V. Specific deliverable prescribed prior to physician review and Signature

If a prescription is received from a physician without the all mandatory requirements outlined in Medicaid policy, the prescription will be deemed invalid. The prescription will not be accepted and the physician will be notified that an invalid prescription has been received and that the order will not be able to be processed.

2. MDHHS grants permission to the Contractor to accept signatures from physician's assistants and nurse practitioner professionals for incontinent supplies for Children's Special Health Care Services (CSHCS) and Medicaid beneficiaries for the purpose of this Contract. Beneficiaries that are CSHCS only will require a prescription from a sub specialist.

Contractor's prescription review process includes allowance of both physician assistants and nurse practitioners, in addition to physicians (MD/DO) for beneficiaries receiving supplies under the DIS contract. Contractor's medical documents team also validates the license number and NPI of the referring practitioner, ensures that the NPI is enrolled in the Michigan Medicaid System, and that Contractor has obtained a signature log from the practitioner for comparison purposes. Contractor will also confirm that the appropriate NPI number is associated with the beneficiary's CSHCS profile.

3. The Contractor must send a prescription request to the Beneficiary's physician 60 calendar days before the current prescription expires. If no reply is received in 30 calendar days, the Contractor must send a second request for a prescription to the Beneficiary's physician. If a reply is not received within 15 calendar days of the second request, the Contractor must contact the physician by telephone to request the prescription. At the time the physician is contacted by telephone, because there has been no response to the second request, the Contractor must notify the Beneficiary and request the Beneficiary's assistance in obtaining the prescription.

Contractor generates monthly reports to identify when a beneficiary's prescription/Certificate of Medical Necessity ("CMN's") will be expiring within 60 days. At that point, the Medical Documents team sends a new document to the physician to verify the medical necessity. If Contractor receives no response within 30 days, then a second attempt is made with the physician for signature. If there is still no response, a third attempt is made within 15 days of the expiration date. At this time, the physician's office is contacted by telephone and beneficiary is notified that a response has not been received from the physician and is prompted to contact the doctor for resolution. If there is still no response, the Beneficiary's supply order is placed on hold until the physician or Beneficiary can respond, and free product samples are used to help support the beneficiary's needs until documentation is obtained, to ensure that the beneficiary does not go without supplies.

In addition to strategic and persistent follow-up with physician offices for valid prescriptions, Contractor has also created reports used to identify the average turn-around time for physician offices as well as the number of attempts required to obtain the necessary documentation. Contractor also monitors how many documents are recertified prior to the expiration date.



F. Verification Services:

1. The Contractor must verify the Medicaid, CSHCS and other insurance eligibility of each Beneficiary prior to rendering services one business day prior to shipping the order. Refer to Michigan's Medical Supplier Provider Manual, Chapter II regarding verifying Medicaid eligibility.
<http://www.michigan.gov/medicaidproviders>

During the initial intake of a new beneficiary, eligibility is verified via CHAMPS. Beneficiaries are also asked to provide any additional insurance information that may not be reported in the CHAMPS file. In those situations, a request is submitted to CHAMP's Third Party Liability ("TPL") department for investigation. Eligibility for all insurances provided is verified and the coverage order is determined using industry standard guidelines, with Medicaid being the payer of last resort. Special attention is given to determine if beneficiaries are residing in a nursing home, hospice, or other Level of Care that could limit the services provided.

Eligibility is re-verified at every point of contact with the beneficiary, before attempts are made to recertify the prescription and before any request for a prior authorization is sent. If at any point in the service of the beneficiary we identify that there is other insurance, Contractor promptly corrects claims to bill the appropriate payers based on coverage order in addition to the TPL update that is completed on CHAMPS.

Further, before each order is prepared for shipping, the order is processed the night before by an eligibility system. The system accesses the plan's EDI 270/271 transaction to determine if the beneficiary is active or identify any unserviceable levels of care, it also compares the ordered quantity to the insurance allowable quantities to prevent an over quantity to be dispensed without proper documentation.

If any part of the returned eligibility file does not match the account information, the order is held from shipping so that staff can identify the discrepancy, obtain the updated insurance information and correct the order.

2. The Contractor must verify, through the Medicaid eligibility system, that the Contractor is listed as an approved provider for CSHCS Beneficiaries who are receiving products and services for the first time, prior to rendering services. If the Contractor is not listed on the Medicaid eligibility system as an approved provider, the Contractor must contact the Program Manager. The State will not reimburse the Contractor for shipments to Beneficiaries that are not eligible one business day prior to the date the Contractor ships the order. The date the Contractor verifies Medicaid eligibility will be the date of service.
3. Ship products to Beneficiaries whose Medicaid or CSHCS eligibility is pending, at the Contractor's option. However; if eligibility is denied, the Beneficiary, and not the State, is responsible for payment for all products received, and the Beneficiary must be billed directly. The Beneficiary must be notified in writing of their possible responsibility prior to servicing.

These situations are handled on a case-by-case basis, based on the circumstances and the information available. When exceptions are made, the beneficiary would be notified in writing of their potential obligation and are required to provide a signature attestation that they accept the financial responsibility if the claim is determined to be unpayable by Medicaid or CSHCS. When a beneficiary's eligibility status is pending, free product samples are used to help support the beneficiary's needs until their eligibility status is updated, to ensure that they do not go without supplies.



4. The Contractor must verify other insurance status by checking the Medicaid eligibility system. Refer to the Medical Supplier Provider Manual, Coordination of Benefits Chapter, pages 1-5. NOTE: If 38 or 89 appear on the Medicaid eligibility system as the other insurance code, the Contractor must obtain specific insurance relative to the insurance company and type of coverage information from the Beneficiary.

Contractor employs a New Accounts team of specially trained staff to establish new customer. This team is specifically trained on reviewing eligibility from various websites, including CHAMPS, and understanding the response as it relates to active coverage; Level of Care, benefit exclusions, Third Party Liability ("TPL"), coordination of benefits and coverage guidelines.

- a. Beneficiaries that are dually enrolled in Medicare and Medicaid are required to participate in the acquisition of services and supplies under this Contract for supplies not covered by Medicare. The Contractor may only bill the Contract for supplies not covered by Medicare.
- b. Beneficiaries with private insurance must obtain products and services from the Contractor under this Contract unless the private insurance restricts participation. If the product is not covered by private insurance, the Beneficiary must obtain the product from the Contractor. If the Contractor does not receive payment from Medicaid, Medicaid Healthy Michigan Plan (MA-HMP), or CSHCS for a Beneficiary with private insurance, the Contractor may pursue payment from the Beneficiary or the private insurance. The Beneficiary must be notified in writing of their possible responsibility prior to servicing.

All beneficiaries with private insurance are asked to sign an Assignment of Benefits ("AOB") form at the account set up, which allows us to bill the primary payer(s) and to accept payment or other responses. It also outlines the beneficiary's responsibilities as it relates to facilitating payment, and accepts financial responsibility if the claim is ultimately denied.

- c. Beneficiaries enrolled in a commercial Fee-for-Service (FFS) plan are not required to receive services and supplies under this Contract if the products are FULLY covered by the plan. If these products are not covered under the commercial FFS plan, the Beneficiary must obtain these deliverables through this Contract.

In these cases, Contractor will still obtain the commercial plan information and bill the primary claim to obtain the necessary denial that is then sent along to Medicaid for adjudication. All beneficiaries with a commercial plan are asked to sign an AOB form at the account set up, which allows us to bill the commercial payer(s) and to accept payment or other responses. It also outlines the beneficiary's responsibilities as it relates to facilitating payment, and accepts financial responsibility if the claim is ultimately denied.

5. Beneficiaries enrolled in private insured Health Management Organizations (HMO) are excluded from receiving services and supplies under this Contract unless the Contractor annually obtains documentation from the HMO that the products are not covered by the HMO.

If the supplies are not covered by the privately insured HMO, Contractor will still obtain the HMO information and bill the primary claim to obtain the necessary denial at least once annually, which is then sent along to Medicaid for adjudication. All beneficiaries with an HMO plan are asked to sign an AOB form at the account set up, which allows us to bill the HMO payer(s) and to accept payment or other responses. It also outlines the beneficiary's responsibilities as it relates to facilitating payment, and accepts financial responsibility if the claim is ultimately denied.

6. Beneficiaries enrolled in a Medicaid Health Plan (MHP) are also excluded from obtaining services through the Contractor under this Contract. However, the Contractor may contract with a MHP to provide services and products covered by this Contract. If the Contractor has an exclusive contract with a MHP the Contractor must offer the prices that are effective under this Contract for comparable services.



G. Nursing Assessments

1. The Contractor must develop and maintain a nursing assessment tool for determining appropriate products, product brands, product quantities and other necessary information for individual Beneficiaries. A registered nurse or licensed practical nurse must perform the nursing assessment. The Program Manager must approve the nursing assessment tool and any revisions. The Contractor must use the most recent revised nursing assessment tool.
2. The Contractor's registered nursing staff must perform telephone nursing assessments and follow-up calls within 48 hours of patient requesting supplies for medical conditions that may change (acute incontinence and other conditions where changes in the Beneficiary's condition and/or the possibility of bowel and bladder training may be successful). Follow-up assessments of the Beneficiary's changing medical status in these situations must be made once every six months or as determined by the MDHHS Office of Medical Affairs or MDHHS Program Manager. The following guidelines apply:

- a. To order product under this contract, the Contractor must complete a nursing assessment for the Beneficiary to determine the need and quantity to receive products.
- b. Nursing assessment format must be approved by MDHHS Program Manager.
- c. The Contractor is required to have Registered Nurses and Licensed Practical Nurses to perform all nursing assessments. Licensed Practical Nurses may perform nursing assessments on beneficiaries age 21 and over. Registered Nurses must perform the nursing assessments on beneficiaries under age 21. The Contractor must have one nurse for every 2,000 beneficiaries. The Contractor must also have a minimum of three Registered Nurses.
- d. The Contractor is required to submit to MDHHS Program Manager Licensure copies for professional staff within 14 calendar days of their beginning employment (see Quality Assurance Program, Credentialing Process, Section 1.2 (2)).

Contractor will provide copies of all current nursing licenses to the Program Manager as well as any new nurse licenses within 14 calendar days of the start of their employment. Updated licenses will also be provided for all Registered Nurses upon request by MDHHS.

- e. The initial assessment is completed immediately after the intake and verification process is completed by the Customer Service Representative. The process utilized to complete the assessment is as follows:
 - I. If the beneficiary call is not directly transferred to the nurse, or if the request is received via the interactive website or mobile app, the Beneficiary shall be contacted within 1 business day of receiving a request from the Beneficiary, their caregiver, or physician for supplies. Contractor will attempt to contact the beneficiary by phone to complete assessment on two separate occasions: one morning call and one afternoon call with no more than three (3) days in-between each call. A voice message shall be left with return number if voicemail is available.
 - II. If there is no response to messages left, Contractor will send a contact letter and follow up in seven (7) days. If there is no response to the contact letter within seven (7) days, a team member will make one more call to attempt to reach the beneficiary. If there is still no response, Contractor will leave the account active until beneficiary returns our call.



- III. Beneficiaries who are hearing impaired or who do not have access to telephone or website capabilities are contacted through TTY or other written form, with a follow up within 15 days if we have not received a response.
- IV. Once contact has been made, a product assessment will be completed utilizing the current, MDHHS approved nursing assessment tool. A request for prescription, samples, and educational material will be sent after completion of the assessment. Contractor's staff utilizes a Microsoft SharePoint-based tracker to communicate the various account needs to other team members. The "task tracker" assigns activities, such as sending prescriptions and samples, to the appropriate staff member based on insurance plan, product category, task type, and priority level.
- V. Included with the assessment is a verbal review of the sampling process, AOB completion (when a primary insurance is being billed), and the prescription process will be conducted with the beneficiary.
- f. For acute conditions, the duration of the assessment is set to six months, so the follow-up assessment of the Beneficiary's changing medical status can be evaluated.
- g. Managing the variable durations of assessments is done at the time of the assessment by populating the "assessment duration" field in the software program based on the product selection and the clinical criteria set forth in the contract. Reports are automatically generated each month to identify accounts that are in need of a new assessment to ensure compliance with this program.

3. The following timelines are required for nursing assessment renewals:

- a. Beneficiaries ages 3-20 who are receiving pull-ons and are in a bowel and bladder training program must be assessed every 6 months or to be determined by MDHHS Program Manager. Beneficiaries who are in school will be required to submit a school letter for all pull-on reviews detailing the toilet training program and success rate. Specific nurses are dedicated to completing all the pull-on renewals for the under age 21 beneficiaries. The entire team of Registered Nurses is assigned to complete the renewal assessments for all other beneficiaries as part of their daily assignments.
- b. Beneficiaries who are ages 3-20, receiving pull-ons and who have chronic conditions (such as Muscular Dystrophy, Spina Bifida) that will prevent them from ever achieving toilet training but are cognitively aware and managing on the quantity limits of pull-ons must be assessed every 24 months or to be determined by MDHHS Program Manager.
- c. Medicaid Beneficiaries age 21 and over will require an initial nursing assessment. A follow up nursing assessment will be required if there is a Prior Authorization, change in quantity or medical condition. A medical condition would also include the discharge from a nursing home or hospital.
- d. Beneficiaries age 21 and over with a progressive/degenerative illness (such as Parkinson's, Alzheimer's, Senile Dementia, Multiple Sclerosis), where there could be change in their incontinence level over time, must be assessed every 12 months.
- e. Beneficiaries who need a product quantity that exceeds contract limits with a chronic condition must be assessed every 12 months.

In all situations, additional assessments are completed if there is a Prior Authorization on file for over-quantity or off-formulary items, or a change in quantity or medical condition, including discharge from a nursing home or hospital.



- f. Managing the variable durations of assessments is done at the time of the engagement by populating the field in the customized version of our software program based on the product selection and the clinical criteria set forth in the contract. Reports are automatically generated each month to identify accounts that are in need of a new assessment to ensure compliance with this program.

Initial nursing assessments are typically transferred to an available nurse and completed immediately following the intake procedure. The duration of the assessment is determined based on the clinical information provided, age of the beneficiary, and the products requested, in accordance of the requirements of this contract.

- I. For renewal assessments, the "Assessment Due by Month" report is utilized. Contractor will attempt to contact by phone to complete assessment twice: one morning call and one afternoon call with no more than three (3) days in-between each call. A voice message shall be left with return number if voicemail is available.
- II. If there is no response to messages left, the nurse will send a contact letter and follow up in 7 days. If there is still no response the nursing team member will make one more call, if there continues to be no response, the account is made inactive until the beneficiary returns the call.
- III. If the account has been notated that the beneficiary or caregiver is non-English speaking, the nurse will make all phone attempts through our language interpretation line and contact letters are also sent in the language preference of the beneficiary. Likewise, hearing impaired beneficiaries are contacted through TTY or other electronic means, as preferred by the account's main point of contact. If contact letters are required for visually impaired members, those are provided in Braille.

- H. Appropriate changes in products and quantities for the Beneficiary must be made in accordance with the changing condition of the Beneficiary. Beneficiaries must be provided with a written or documented verbal explanation of any product change prior to the monthly shipment unless this requirement is waived or modified by the Program Manager. Additionally, the Contractor's nurses must be available, at a minimum, during toll-free telephone and TTY hours; to respond to Beneficiary inquiries regarding product use, skin care, etc. Contractor's nurses performing assessments and/or responding to Beneficiary inquiries must be supervised by a licensed registered nurse who is the Contractor's Director of Nursing.

Contractor's Registered Nurses are available Monday –Friday, from 8:00 a.m. to 6:00 p.m. EST, to complete telephonic or TTY assessments and to respond to any questions or concerns about the product use, skin care, etc. The on-call nurses are also available 24hours a day, 7 days a week to address any urgent product concerns through our answering service after normal business hours.

1. The Contractor must provide the appropriate monthly quantities as determined by the nursing assessment to Beneficiary orders along with Prior Authorization Procedures (as noted below), if required, in advance of shipping orders. Refer to Attachment 1 for procedure codes (and modifiers) that may be provided on a monthly basis without a Prior Authorization. Monthly quantities are also listed in Attachment 1. Contractor must send customized sample packs at Contractor's expense to beneficiaries prior to shipping the orders, which allows beneficiaries to participate in the process of choosing the product for their care. These samples are based on the needs of the beneficiary and help to ensure the beneficiary is satisfied with the proposed products and helps to eliminate dissatisfaction with the product.

Product quantities required to manage a beneficiary's incontinence needs are determined during the nursing assessment, based on the changing condition of the beneficiary. The quantity for a 30-day supply is derived from the number of garment changes made per day, multiplied by 30 days



- I. Contractor sets up each order to generate at the same time each month after securing the prescription from the doctor and sample choice from the beneficiary. Provided the beneficiary is still eligible, the products ship out on time and are delivered within one to two business days. This routine allows for regular delivery of services.
 - II. Routine nursing assessments monitor the usage to ensure the appropriate quantity is being sent.
 - III. At every point of contact with the beneficiaries, Contractor will inquire to be sure that the quantity of supplies is meeting the needs of the beneficiary without producing an overstock.
 - IV. Overstock situations are resolved by placing a temporary hold on subsequent orders until the excess is consumed, and by re-assessing the monthly need, to prevent a reoccurrence of the overstock.
2. In the event that a Beneficiary is not satisfied with the brand of product provided by the Contractor, the Contractor's first course of action shall be to perform a nursing assessment in order to evaluate the problems and recommend solutions. If necessary, the Contractor must also pursue the following remedies until the Beneficiary is satisfied:
- a. Contact the Beneficiary's physician for advice on recommended solutions.
 - b. Send the Beneficiary sample(s) of applicable other product brands available under this Contract for evaluation.
 - c. Identify a product brand for Beneficiaries not available under this Contract at the same price or less than the product brand available under this Contract.
 - d. Identify a product brand for Beneficiaries not available under this Contract at a price that exceeds the price of the product brand available under this Contract. The Contractor must also have Prior Authorization approved by the Program Manager.

I. Prior Authorization Procedures:

1. A Prior Authorization will be considered if the following are met:
 - a. The Contractor must submit a written Prior Authorization request to the Program Manager when a Beneficiary needs a product brand not listed on Contract and the price exceeds the price of the product available under the Contract; or
 - b. The product needed exceeds the limit of the Contract.
 - c. Prior authorizations are submitted based on medical necessity documentation obtained from the beneficiary's physician in two scenarios:
 - I. The quantities allowed by MDHHS are insufficient to manage a beneficiary's monthly need. In those cases, documentation is secured to support the need for the over-quantity and is submitted for MDHHS review via the CHAMPS website portal or fax, based on the requirement and accessibility afforded by MDHHS.
 - II. Off-contract products are necessary on rare occasions. After the nurse has exhausted all troubleshooting actions and alternative product sampling, the Contractor gathers the supportive medical necessity documentation and submits a prior authorization request for the item(s) to be billed with "Cost Plus" methodology.
2. A Prior Authorization Request must contain the following:
 - a. The Contractor documents the product the Beneficiary is currently receiving and the problems the Beneficiary is experiencing with the product.
 - b. The Contractor has completed a nursing assessment.

During the nursing assessment process, the nurse documents information in the Nursing Assessment template along with any relevant clinical information.



- c. When necessary, the Contractor must provide the Beneficiary with substitute products (samples) listed in this Contract which have not been used by the Beneficiary. A sample quantity, determined by the nursing assessment, to establish the appropriate size, fit and customer satisfaction must be sent to the beneficiary.
- d. The Contractor has followed up to see if the substitute product is acceptable and resolves the problem. If the product is acceptable, the Contractor must pick up the original product and arrange at no cost to the State for a complete shipment of the new product.
Contractor's customer service and nursing team will follow up with beneficiary twice by phone, followed by a contact letter, if Contractor does not receive the new sample choice before the next order is due for shipment, to ensure their satisfaction. If the beneficiary is satisfied with the alternative contract product, Contractor's shipping team will send a call tag to the Carrier to pick up the original product at no cost to the State or the beneficiary, and reship the new product
- e. If the substitute product listed in this Contract does not resolve the problem and the Beneficiary requires a non-Contract product, the Contractor must obtain physician documentation stating the medical reason for the non-Contract product. The substitute product must be same quality and lowest cost available.
This documentation should contain the letter of medical necessity that specifies the products that have been tried, any adverse reaction or outcome, and the product(s) requested.
- f. The Contractor must follow up within seven calendar days to determine, if the non-Contract product resolves the Beneficiary's problems.
- g. For a non-Contract product, the State agrees to pay the Contractor's acquisition cost plus 20%, which must be supported by adequate documentation as determined by the Program Manager. This shall apply only if Prior Authorization was granted by the Program Manager.
- h. The Contractor must be able to electronic Prior Authorizations in format required by the State through the Community Health Automated Medicaid Processing System (CHAMPS).

J. Special Programs

The Contractor must maintain a grievance process for Beneficiaries. The grievance process must include at a minimum:

1. A toll-free telephone and TTY access for patients.
2. A grievance resolution process involving the Program Manager

Upon admission to Contractor's service, all beneficiaries/caregivers are informed of how complaints are reported and resolved. All complaints can be reported to Contractor orally through the toll-free telephone or TTY numbers or in writing, by toll-free fax, email, or interactive website messaging which is available in multiple. In the initial welcome packet, beneficiaries are provided with the website and toll-free numbers as well as that of Contractor's accrediting body, The Compliance Team. The member can contact either number to file a complaint or concern.

All complaints received are handled the day they are encountered, using an escalation process if the customer is dissatisfied with the customer service representative's resolution that includes the Customer Service Manager, Senior Customer Service Manager, Operations Manager, Contract Administrator and MDHHS Program Manager, in that order.

3. Documentation of each complaint and grievance and its resolution along with the promptness of its resolution. The Contractor must inform the Program Manager of all complaints and grievances and copies of all grievance resolutions must be provided to the Program Manager. If a grievance resolution cannot be obtained, the grievance and copies of all information and documentation must be turned over to the Program Manager for resolution. The Contractor must maintain these records for six years beyond the end of the Contract, and make these records available upon request by the State.



All complaints from Michigan Medicaid beneficiaries related to this contract are reported to the Program Manager on a daily basis for review. All records, including complaint logs, are retained for future access to the State for ten years, in accordance with our documentation retention policy.

4. Notification to Beneficiaries of all negative actions. The Beneficiary notification of negative action must include informing Beneficiaries of the reason for the negative action (e.g., a patient request for a specific brand that is not covered under the Contract or a reduction in quantity as a result of unsubstantiated medical necessity as to the need for larger quantities).

Once a beneficiary's product request has been reviewed by the nursing team and determined to be non-covered, the beneficiary whether straight Medicaid or dually eligible Medicaid/CSHCS, is notified both verbally by the nurse as well as in writing through the Negative Action Process.

5. The Contractor must be accessible and/or provide information for hearings, if requested by the State.

Contractor will provide any resources requested by the State to support the hearing and appeal process, including allocating key personnel and documentation as needed.

6. The Contractor must provide written and/or documented verbal notification to Beneficiaries enrolled in a Medicaid Managed Health Care Plan that they are excluded from obtaining services through the Contractor under any Contract resulting from this RFP.
7. The Contractor must send a negative action letter prepared by the State to Medicaid and Medicaid/CSHCS to dually enrolled Beneficiaries utilizing the appropriate denial statement. An appeals form (Michigan's MDHHS-0092 Hearing Request) and addressed stamped envelope provided by the State must accompany the negative action letter. The negative action letter and appeal form must be sent to the Beneficiary within one business day of the negative action. Copies of all negative action letters must be sent to the Program Manager.

Contractor's clinical team follows the process outlined below for all beneficiaries requiring a negative action notification.

- a. A Nursing Assessment is completed with the beneficiary to determine product need.
 - b. If during the assessment it is determined that products requested do not meet criteria, they are informed of this and an adequate action letter is mailed to the member for their records.
 - c. If the assessment is reviewed by the State and the Program Manager determines that the requested products are not needed or not covered the beneficiary will also receive an adequate action letter
 - d. An Adequate Action letter will be sent to the beneficiary notifying them that the requested product is not being provided. This will occur after an assessment has been completed or the state has reviewed the account and determined the requested product/increase does not meet policy guidelines.
 - e. A copy of this letter is sent to the beneficiary, the State's Program Manager and also kept in the beneficiary's electronic record.
 - f. A State provided appeal form and a postage-paid, self-addressed envelope is included with the copy sent to the beneficiary.
8. The Contractor must send a negative action letter prepared by the State to CSHCS Beneficiaries utilizing the appropriate denial statement. A form designated by the State and addressed stamped envelope provided by the State must accompany the negative action letter. The negative action letter and a form designated by the State must be sent to the Beneficiary within one business day of the negative action. Copies of all negative action letters must be sent to the Program Manager.



1.2 Quality Assurance Program

A. The Contractor must maintain a Quality Assurance Program(s).

1. A clinical record for each Beneficiary must be maintained and available for the State's review which includes copies of prescriptions, letters of medical necessity, eligibility check, work order, shipping, delivery, billing and the patient's medical history (for Beneficiaries with medical conditions that may result in changes that necessitate the need for different products quantities), and date of service. An appropriate number of clinical records, to be determined by the State, must be reviewed for proper documentation on a quarterly basis by the Contractor. Clinical records must be maintained and readily available for audit purposes for six years beyond the end of the Contract or in accordance with applicable State requirements.

All customer records are stored in Contractor's EMR system. Contractor maintains all account demographics, nursing assessments and clinical documentation, prescription and prior authorizations, scheduled orders and order history, claims and patient ledgers. Every member contact and related activity is documented in the Account, which are electronically signed by Contractor's employee and locked for editing. Each employee maintains their own log-in and password for security measures. Contractor keeps electronic copies of medical records and scanned copies of all documents in a beneficiary's file, including eligibility checks, prescriptions, certificates of medical necessity and doctors' notes.

Contractor's phone system logs every call that comes in through each of Contractor's numbers, and can provide call tracing from point of origin to final handled status. Calls are also logged by each CSR as they are handled. The duration of the call is recorded along with a menu of options to document the reason and nature of the call and resolution status. Finally, all points of contact with the member's account information are documented within Account Notes. Phone call documentation will provide the following: a) specific information about the nature of the call; b) the identity of the caller and relationship to the customer; c) the need of the member; d) verification of eligibility and demographics; and e) call resolution. All records of communication are stored on Contractor's servers.

2. The Contractor must use and maintain a credentialing process which includes obtaining copies/documentation of current state licenses of the Registered Nurses and Licensed Practical Nurses who provide services under this Contract. Copies of current licenses must be provided to the Program Manager annually for all professional staff.

All employees are screened by three mechanisms prior to employment. Prospective employees who do not pass any screening are not eligible for employment. To provide on-going confirmation, all employees are screened monthly. Clinical staff licenses, including the Registered Nurses, are verified at the start of employment and re-validated quarterly.

3. The Contractor must review and monitor the work of subcontractors. The Contractor must perform verification of delivery and receipt of products by Beneficiaries, and monitor the quality of services provided by the carrier. The Contractor must monitor performance on wrong product shipments, expediency of shipments and special mailings. On a quarterly basis the Contractor must review the distribution history and complaint file for wrong product shipped, late delivery, incorrect address, and special mailings not received. Contractor must provide a corrective action plan for identified inconsistencies.



The staff employed by Subcontractors who work on Contractor's accounts are screened by Contractor's management team and are held to the same employment standards and requirements. The work is reviewed and audited by Contractor's leadership to ensure compliance with regulations and policies. In addition, all employees of subcontractors are required to sign a BAA Agreement.

Contractor's Carrier sends monthly reporting that allows for retaining indefinitely tracking information and .pdf versions of delivery confirmations at the street address-level detail, including date and time of delivery. Using the reporting available, Contractor is able to monitor this subcontractor for: a) shipping turn-around time from shipping label creation to delivery to the beneficiary; b) the number of delivery exceptions leading to re-routing of packages; and c) the number of complaints related to the delivery of the supplies.

4. The Contractor must correct an error when the incorrect or defective Product is shipped to the Beneficiary, at no additional cost to the State or the Beneficiary. Upon notice from the Beneficiary or other party that a wrong Product was shipped, Contractor will query its Beneficiary Ship Detail History files and flag the record as Incorrect Product Shipped. The Contractor will then order the correct Product for delivery or for emergency delivery, will deliver a product same day to anywhere in the State of Michigan same day, if appropriate, maintain log and report monthly to Program Manager. The Contractor will simultaneously issue a call tag for pick-up of incorrect or defective Product(s) by the Carrier. If the incorrect or defective product is not picked up within 10 calendar days, the State/Beneficiary reserves the right to dispose of the deliverable(s) at no additional cost.
5. Contractor must have an individual or entity responsible for quality review (e.g., quality of products, service, and complaints), and all findings must be documented and all negative findings must be expeditiously corrected. All complaints must be categorized by and evaluated by type and improvement thresholds must be established and monitored for each type of complaint. Quarterly reports which include all findings and the action taken must be submitted to the Program Manager within 15 calendar days of the end of each quarter.

Contractor's CSRs conduct telephonic surveys at the conclusion of customer calls. The responses are entered into an electronic form and submitted for inclusion into routine reports. Survey results are reviewed by the Quality Improvement Committee on a quarterly basis to identify any areas that need.

Contractor's Quality Improvement Committee comprised of Customer Service, Billing, Nursing, and Operations leadership meets quarterly with executive management and owners to review survey results, shipping issues and complaint logs to make recommendations for improvements, as these matters also effect customer satisfaction. Complaint logs are also reviewed weekly by the Team Lead to ensure that appropriate and timely follow-up was completed, and to ensure there are no unresolved concerns. Areas for improvement and educational opportunities for staff are identified and addressed immediately on an individual basis.

Areas for quality improvement are identified through a quarterly review of a variety of reports by the Quality Improvement. These include customer survey results, complaint and call logs, shipping issue tracker, phone queue reports, and results of queries designed to identify the average length of time for return of documentation from the physician and shipping time frames. These internal audits are used to identify and solve potential problems, as well as assist in the implementation of new services for the organization.



6. The Contractor must maintain documentation of the Contractor's notice to Beneficiaries regarding the need to obtain a new physicians prescription from the physician to continue receiving diapers and incontinence supplies in sufficient time as to not result in a delay in the continuation of service.

Contractor's customer service staff verifies all demographics, including referring physician information, at every point of contact, in an effort to ensure that renewal prescriptions are sent to the current practitioner. The interactive website can provide beneficiaries with the effective and expiration dates of current prescriptions, so that web users can see when we may need to obtain the new documentation. Electronic reminders and alerts will be sent to web user accounts if the documentation has not been secured, in addition to the required paper notification.

Reports are generated monthly to identify when a beneficiary's prescription/Certificate of Medical Necessity ("CMN's") will be expiring within 60 days. At that point, the Medical Documents team checks the account demographics to see if the signing practitioner on the existing prescription is still listed as the referring physician. The Medical Documents team sends a new document to the current practitioner on record to verify the medical necessity. If there is not a response within 30 days, then a second attempt is made with the practitioner's office for signature. If there is still no response, a third attempt is made within 15 days of the expiration date and the beneficiary is notified that a response has not been received from the physician, using the Advanced Action Letter process required by the State. The new provider website portal allows the provider to upload all documents in a HIPAA secure environment.

Contractor has also created reports used to identify the average turn-around time for physician offices as well as the number of attempts required to obtain the necessary documentation.

7. The Contractor must maintain documentation of training provided to customer service staff. At the start of the contract and upon any changes, the Contractor must provide the Program Manager with a complete description of the training provided to the Contractor's customer service staff.

Contractor will provide copies of all training materials, in-service records and sign-in sheets to the Program Manager upon request.

8. As directed by the State, the Contractor must distribute a Beneficiary satisfaction questionnaire/survey semiannually or annually for Beneficiaries to rate the service that they have received through the Contractor. The questionnaire/survey will be developed by the State. MDHHS will transmit to the Contractor a statistically valid sample size of Beneficiaries who are to receive the questionnaire/survey. The Contractor must be responsible for reproduction of the questionnaire/survey and distribution of the questionnaire/survey to Beneficiaries at no additional cost to the State (currently approximately 200). A stamped, addressed envelope must be supplied with the questionnaire/survey for return to the Program Manager at the Contractor's cost. The Program Manager will relay in writing questionnaire/survey results to the Contractor. Documentation of the plan to address problems identified from the questionnaire/survey must be submitted to the Program Manager within 30 calendar days after the concerns are received by the Contractor. If the State determines that an insufficient number of responses have been returned for any questionnaire/survey conducted, the Contractor must send out a follow-up questionnaire/survey.

9. The Contractor agrees to applicable State or Federal agency's right to audit.



2. Service Levels

2.1 Delivery and Time Frames

A. The Contractor must maintain a delivery and tracking system. The Contractor must deliver products to Beneficiaries in compliance with all of the following:

1. The Contractor must deliver products on a monthly basis to a Beneficiary's residence (home, adult foster care facility, homes for the aged and community living facilities, etc.). The Products are to be shipped the same time each month on a Beneficiary-by-Beneficiary basis, dependent upon the date the Contractor receives the physician's prescription and the monthly ship date that is agreeable to the Beneficiary. The Contractor must deliver each package to only one address. The Contractor must provide a reasonable solution for occasional need to ship beneficiary products to states other than Michigan.

All of the products shipped from Contractor's warehouse are sent in discreet packaging per HIPAA guidelines. Contractor is in compliance with all state and federal regulations for packaging materials. Shipping costs are always included in pricing.

Contractor sets up each order to generate at the same time each month, using the "Reoccurring Work Order ("RWO") feature in HDMS. New orders received before 4:00 pm EST are shipped within one business day of the nursing assessment, valid prescription and sample choice. For new orders, delivery is within the three days required by this contract.

2. It is the Beneficiary's responsibility to inform the Contractor 10 calendar days prior to the delivery date if a new or temporary address will be used. It is also the Beneficiary's responsibility to request changes to their orders 10 calendar days prior to their scheduled delivery day.

Contractor requests that beneficiaries notify Contractor if there are any changes to their address or supplies needed ten (10) days in advance of their scheduled delivery day, and are notified of this both verbally and in writing. Before each order is prepared for shipping, the order is processed the night before and communicated directly with CHAMPS through the MIHealth connection to determine if the beneficiary is active through CHAMPS and compares other payers listed on the eligibility file to the payers that are loaded into that beneficiary's account in the software. Any mismatch will flag the customer service team to investigate and update the record before the order is shipped and a claim is submitted to the incorrect payer.

3. After receipt of an order, the products must be picked, packaged, labeled and shipped via a Carrier, to each Beneficiary's residence. For new Beneficiaries the package will be shipped within one Business day, if received before 2 p.m., of the Contractor receiving the valid physician's prescription and completing a nursing assessment and will be received by the Beneficiary within three calendar days of the Contractor receiving the valid physician prescription and nursing assessment.

As soon as the shipping label is created, the tracking number is assigned. The date the shipment is assigned a tracking number and leaves Contractor's facility is the "Ship Date". The Carrier assigned tracking number for each package is imported into the database and is immediately available for tracking via the Carrier's website. Contractor ships to the single address on file for the beneficiary, with allowance to change the delivery address for short term needs.

For example, when a special needs child who is attending camp, whose routine supply order is scheduled at that time, or when adults are visiting family out-of-town, Contractor coordinates the temporary shipping accommodation to the alternative address.

Further, at every point of contact with the members, CSRs inquire to ensure that the quantity of supplies is meeting the needs of the member without producing an overstock.



4. Costs of delivery, including emergency deliveries, must be included in the unit price of each Product. The Contractor must not charge the State or the Beneficiary any additional charge for delivery.
 5. If the Contractor attempted a delivery and was unsuccessful due to the failure of the Beneficiary to notify the Contractor of a new shipping address or if the Beneficiary refused to accept the delivery, the Contractor must give instructions to the Beneficiary on how to obtain the package.
 6. The Contractor must mail educational material and State developed Beneficiary Rights material to all new Beneficiaries and to Beneficiaries who receive a Product with a procedure code which has not been previously used by the Beneficiary within one Business day of the Contractor's completion of the nursing assessment.
- B.** If a Product is not available for scheduled shipment and the Beneficiary has not previously selected an alternative product, the Contractor must contact the Beneficiary by letter or phone call upon notification of the backorder. If the Product continues to be unavailable, the Contractor must contact the Beneficiary by telephone not less than one Business day before the scheduled due date to inform the Beneficiary of the delay and the expected date of shipment and offer the Beneficiary the option to wait for the product or choose an alternate product. If an emergency situation exists and an alternate product is not acceptable to the Beneficiary, the Contractor must utilize a Statewide Provider Network to deliver the original product to the Beneficiary. If the Beneficiary cannot be contacted by phone, the Contractor must send the Beneficiary written notification.

Members may receive samples of alternative products in their regular shipment, affording them time to try the samples and notify Contractor for their next order. In other situations, the nursing staff will reach out to the affected members telephonically to advise of the change and to re-assess the need, including offering samples. In addition, a comparable substitution may be made with a letter provided in the shipment. If the substituted product is not acceptable, Contractor will exchange the product at no cost for one that is available and preferable. Samples can be requested at any time to ensure beneficiary satisfaction.

- C.** Except as provided in subsection (A) above, the Contractor must require that the Carrier attempt three deliveries prior to returning the package. The Carrier must leave a delivery notice with each attempted delivery. A sticker with the Contractor's toll-free phone number must be left at the Beneficiaries door upon the third failed delivery attempt. The Carrier's driver must provide a Contractor issued issue card, and must notify Contractor immediately of any issues that arise so they can be addressed proactively. With the issue card, Beneficiaries can fill out the card with any issues they may have. These cards are sent to the Contractor with any issues that need to be addressed. The Contractor must review the Carrier's exception report and notify Beneficiaries of failed deliveries and give instructions on how to obtain the package.

All Carrier's drivers are given a Contractor issue to fill out and send to Contractor if any questions or situations arise. Carrier drivers may leave packages on a porch or other designated area, but are required to knock or ring the bell. In cases where a signature request is on file, the driver will make three attempts to deliver the package, leaving a Contractor Issue Card on the third attempt. Exceptions to delivery, such as an incorrect house number or zip code, or a scheduled delivery to a newly vacant home or lot, are communicated via email to the designated shipping team, allowing for a correction to be made to the address, which allows the delivery to be rescheduled or rerouted in a timely manner. If packages are received back before Contractor can make contact with the beneficiary, Contractor will return the product to inventory and reverse the claim billing process. If the beneficiary experienced a hardship or extenuating circumstances that prohibited them from notifying us of the updated address, Contractor will reship the products at no additional charge.



- D. Upon request by a Beneficiary, the Contractor must send the Beneficiary a list of products that are regularly shipped to the Beneficiary.

Beneficiaries who access the interactive web portal (available in multiple languages) have real time access to their complete order history, detailing product codes, descriptions, quantities, shipment dates and tracking.

- E. For purposes of the Contract the following definitions apply (also see Attachment 3, Definitions):

1. Delivery Date (DOM): The day of the month (DOM) agreed upon with the Beneficiary and the Contractor that determines when products will be received. The products are to be delivered by the agreed date on a Beneficiary-by- Beneficiary basis. The products are to be received on or up to five calendar days before the agreed upon date. This is also known as the delivery date.
2. Ship Date: The scheduled date products will leave the Contractor warehouse. The Contractor must verify Medicaid eligibility no more than one business day prior to shipping products through the State approved eligibility system to determine that beneficiaries are Medicaid and/or CSHCS Plus eligible.

The date the shipment is assigned a tracking number and leaves the facility is the Ship Date.

3. Billing Date: The billing date (date of service) is the day Medicaid eligibility is verified.

The Billing Date is determined once eligibility is checked and the packages have obtained the tracking number(s).

Contractor is able to get supplies to a beneficiary's location as soon as the same day in an emergency, otherwise within one day after we receive the valid physician's order and the member's sample choice of product

2.2 Training

The Contractor must maintain documentation of training provided to customer service staff, nurses, and warehouse personnel. Contractor must train staff on product testing protocols, and clinical applications. The Contractor must utilize manufacturer support in the development and application of training. The Contractor must provide the Contract Manager with a complete description of the training provided to the Contractor's staff.

All employees are provided with a comprehensive training program that starts the first day of employment. New hires are trained on HIPAA, Fraud, Waste and Abuse, company compliance policies and safety procedures on the first day. They are exposed to overall company culture and organization, priority contract information and department expectations within the first week. Subsequent training is based on the area of expertise to which they are hired for. Training consists of computerized instruction and testing, personalized one-on-one, hands on work, and skill set testing.

The HIPAA compliance officer leads new hire training to cover HIPAA, OSHA and fraud/waste/abuse training. From there, each team has a dedicated trainer who works with the new employee on the specific job function. The nurse manager leads and organizes training groups with product manufacturers for staff education related to products, usage, utilization, and clinical guidelines.

Standard new employee training and re-occurring staff training programs are updated monthly at a minimum, based on changes to insurance industry regulations, health plan criteria, and product supplies.



The leadership team watches for any unusual trends in call volume, duration, or hold time, as well as survey results, number of complaints or turnaround time from physicians on medical documentation to initiate a process improvement that may require enhanced training.

Steps to correct identified concerns might include a simple reminder email, a re-training session, peer-to-peer coaching or an official disciplinary action, depending on the severity of the matter.

Outside of new hires, existing employees are offered ongoing training on products, insurance plans and guidelines, industry standards, customer service techniques, technology-driven efficiencies, and Fraud, Waste and Abuse awareness. Product in-services are routinely conducted by the manufacturers. All in-services and training efforts are documented with an agenda, meeting minutes, and sign-in sheets.

2.3 Reporting

- A. The Contractor must develop and continually maintain Beneficiary information necessary to perform activities under this Contract. This information must be maintained in a format agreeable to the State in any current software agreeable to the State and the Contractor. The Contractor must upgrade software as necessary in order to be compatible with the State. Information must include but not limited to: Beneficiary name, address, phone number, legal guardian if applicable, diagnosis, doctor, date of prescription, products used, quantity of each product delivered each month, delivery schedule, dates of phone contact. This information must be backed up, at least on a weekly basis, to protect against loss or destruction. The Contractor must provide online access of this information to the Program Manager. This information is considered property of the State of Michigan and any and all copies (electronic and printed) must be delivered to the State at the expiration or termination of this Contract. All reports must be maintained and available electronically in a format compatible with MDHHS programs, e.g. Microsoft Word or Excel, as specified by the Program Manager.

Contractor's software is used to store copies of documents, and is used to maintain all account demographics, including beneficiary name, address, diagnosis, doctor, diagnosis, date of prescription, products used, quantity delivered, scheduled orders and order history, claims and patient ledgers. Every member's phone or web contacts and related activities are documented in the Account Notes. All telephonic inquiries regarding an account require verification that the caller is an authorized representative of the customer, and a minimum of two pieces of identification (such as Date of Birth, Address, Insurance ID number) are required. All requests for copies of the medical record must be in writing with a signed release form from the customer or a legal representative with supporting documentation. Written requests for medical records are processed within 72 hours unless there is an urgent need.

Beneficiary information will not be released to any source outside of Contractor without prior signed permission from the patient. Patient information is held confidential among employees and is only discussed on a need-to-know basis. Employees of Contractor will not discuss any patient information outside of the company unless necessary to the care and welfare of the beneficiary.

Any hard copy documents are scanned into Contractor's EMR system and originals that require storage are kept in a secure, locked cage until they can be packaged and transported to Contractor's certified, secure, off-site facility.

Any documents that are to be shredded are placed in locked receptacles throughout the office space and are retrieved and shredded onsite weekly.

All information recorded in the software is captured in data tables that can be used for reporting and analysis in electronic, compatible with MDHHS programs. These database tables are backed up each day to the secure offsite data warehouse as well as daily onsite backup of all systems.



B. The Contractor must submit the following electronic reports to the Program Manager:

1. A monthly report of the number of Beneficiaries served during the previous month. This report must be transmitted to the Program Manager on the next business day following the end of the reporting month.
2. A monthly report of the total amount billed by the Contractor under this Contract for the previous month. This report must be transmitted to the Program Manager by the fifth business day of the month following the end of the reporting month or other date negotiated and approved by the Program Manager.
3. A monthly activity report which includes all telephone activity for the reporting month including the number of incoming calls, the number of answered calls and the average minutes of the answered calls, the number of abandoned calls and the average minutes the calls are abandoned, the number of delayed calls and the average minutes the calls are delayed. This report must also include a summary of after-hours/weekend calls and any issues that need to be brought to the Program Manager's attention. The report must be transmitted to the Program Manager by the fifth business day following the end of the reporting month.
4. Call Abandonment Rate: The call abandonment rate is defined as the average point in time that callers disengage a call while waiting to be connected to an account representative. The Contractor must achieve a call abandonment rate of less than 3% after any introductory recording.
5. Time in Hold in Queue: The time in hold queue rate is defined as the average time all incoming/outbound callers are placed on hold during a call, after being connected to an account representative.
6. A daily list of resolved complaints received from Beneficiaries which outlines the problem reported by the Beneficiary, the intervention provided by the Contractor, the resolution, and any follow-up action by the Contractor if required. This report must be transmitted to the Program Manager on the next business day, Monday through Friday or other date negotiated and approved by the Program Manager.

Unresolved complaints are forwarded on to the Program Manager that outlines the problem, reports the intervention and steps taken by Contractor to resolve the issue, and any follow-up action required.

7. The Contractor must provide other detailed reports as needed and agreed upon with the Program Manager. These reports must include product picking, packaging, labeling, insertion of Beneficiary education and rights material when required, and shipping to the beneficiaries.

All records are stored electronically in database files from which Contractor can generate a wide variety of reports that can be provided to the Program Manager at any time. Reportable information includes the following: a) Products that were packaged, labeled & shipped; b) Documentation of the provision or insertion of Beneficiary education, Rights & Responsibilities; c) All shipment related metrics; and d) any ad hoc reports.

8. An Annual Performance/Audit Review will be performed by the State. This audit will include, but shall not be limited to a review of nursing assessments and follow-up contacts. There will also be a regular review by the Program Manager of responses to complaints, grievances, inquiries, and responses to emergency needs. The State reserves the right to audit the Contractor's performance under this Contract at any time upon 2 calendar days' notice to the Contractor.
9. The Contractor must provide all reports when requested by the State and in a format identified by the State.



2.4 Meetings

The State will request a kick-off meeting with the Contractor within 30 days of the Contract effective date. The State may request other meetings as it deems appropriate.

Contractor recommends regularly scheduled quarterly meetings to review reports, explore opportunities for further collaboration, and discuss resolution of claims or authorization challenges and to address any additional items of concern or interest.

3. Customer Service and Toll-Free Number

3.1 Customer Service

A. The Contractor must have a HIPAA-compliant toll-free telephone number, toll-free TTY number, website, email, and other special means to:

1. Receive emergency requests for products for medical situations that occur that are expected to deplete supplies prior to the next shipment date. The amount being provided in these situations must be added to the amount previously provided during the current month. If the amount being added to the current month's supply exceeds the monthly limit indicated in Exhibit C, a Prior Authorization must be requested from Medicaid with documentation of medical need for over quantity. Refer to MDHHS web site <http://www.michigan.gov/MDHHS> for information on Prior Authorization requirements.

In cases where the emergency supply plus the amount previously supplied during the current month does not exceed the monthly limit, Prior Authorization is also required due to billing frequency. Documentation of medical necessity that explains the need for additional supplies must be indicated in the Beneficiary's file for audit purposes.

2. Respond to inquiries from Beneficiaries regarding product use, skin care, etc.
3. Register complaints, identify problems, inquire about benefits, etc.
4. Contractor's established toll-free access to telephone, facsimile, and TTY numbers:
 - a. Telephone: (800) 737-0045;
 - b. Facsimile: (800) 737-0012;
 - c. TTY: (866) 520-9624

Contractor has a full staff of customer service representatives available Monday-Friday, from 8am-8pm EST. Contractor has technology to facilitate call routing and timely responsiveness, including: 1) The "Intelligent Front Door", where calls are routed based on the beneficiary's spoken key words; and 2) a "Call Back" feature, where customers have the ability to leave an electronic placeholder in the phone queue before disconnecting if they choose not to wait for a representative, yet they do not lose their place "in line".

B. The toll-free telephone service (including the TTY) must be appropriately staffed. The hours of operation of the toll-free service must be from 8 a.m. to 5 p.m. Eastern Time Zone and it must have sufficient capacity to handle the volume of inquiries required to service Beneficiaries on any resulting Contract. The Contractor must maintain an average phone queue time for Beneficiaries of two minutes or less. The Contractor must maintain telephone logs and monitor the average wait time and number of dropped calls. The Contractor must follow-up on all voicemail messages which must be called back by Contractor's customer service staff within one business day.

In addition to call center access, Contractor has an interactive website available 24/7/365 for all beneficiaries, where they can view and track shipments, request changes to their account, send messages to staff, log complaints and confirm the need for their supplies when required by their insurance plan.



- C. The Contractor must provide after-hour access for emergency situations, 24 hours per day, seven days per week. After-hour calls from Beneficiaries will be forwarded to an answering service and then to the designated on-call Contractor staff for servicing.

Customer inquiries are received in several ways: inbound telephone calls, interactive website requests, or emails. Each contact is processed by the trained customer service department based on the type of inquiry.

- D. At the time of contact with any new Beneficiary, the Contractor must do all of the following:

1. The customer service representative (CSR) must screen Beneficiaries for other insurance information.

During that initial call, the members of the New Account team will obtain the beneficiary's demographics, referring physician information and any other insurance coverage. The CSR:

- a. Verifies address accuracy via the U.S. Postal Service website in conjunction with information provided from the health plan portal;
 - b. Verifies eligibility on all available insurance plans;
 - c. Validates that the referring physician is licensed to order supplies and whose NPI number is enrolled with Michigan Medicaid. The CSR may also help establish the basic product request and estimated monthly shipment date.
 - d. The New Account representative will review monthly procedures that include the method of shipment, process for notification of any errors with the order, change of address or other demographics and ways to contact Contractor for routine matters and emergencies. It is at this point where the beneficiary is offered to establish an online account with our interactive website or mobile app.
2. The CSR must obtain physician information from the Beneficiary in order to pursue a prescription.
 3. The CSR must establish a monthly ship date for Products that is agreeable with the beneficiary.
 4. The CSR must intake the Beneficiary's current Product request. All requests beyond the limits and guidelines of this Contract shall be referred to the nurse immediately for an assessment.

All inquiries related to the types of products being used, and medical or clinical history are handled by the team of registered nurses, using the assessment tool.

5. The CSR will provide the Beneficiary with toll free number and information on emergency procedures.
6. The CSR will advise the Beneficiary that prior to each month shipment, eligibility will be verified. The CSR will advise the Beneficiary that general program information and Product information will be mailed within one business day of the completed nursing assessment.
7. Within one business day of receiving the prescription the registered nurse or licensed practical nurse must intake the current medical condition for all new Beneficiaries by utilizing the current nursing assessment tool approved by the State. The nurse will determine appropriate Product, appropriate monthly quantities, appropriate alternate diaper brand, and make revisions as deemed necessary, prior to the first shipment.

The initial nursing assessment is completed immediately after the intake and verification process is completed by the CSR. The process utilized to complete the assessment follows:

- a. If the beneficiary call is not directly transferred to the nurse, or if the request is received via our interactive website or mobile app, the Beneficiary shall be contacted within one (1) business day of receiving a request from the Beneficiary, their caregiver, or physician for supplies. Contractor will attempt to contact the beneficiary by phone to complete assessment on two separate occasions: one morning call and one afternoon call with no more than three (3) days in-between each call. A voice message shall be left with return number if voicemail is available.



- b. If there is no response to messages left, Contractor will send a contact letter and follow up in seven (7) days. If there is no response to the contact letter within seven (7) days, a nurse will make one more call to attempt to reach the beneficiary. If there is still no response, Contractor will leave the account active until beneficiary returns our call.
 - c. Once contact has been made a product assessment will be completed utilizing the current, MDHHS approved assessment tool. A request for prescription, samples, and educational material shall be sent after completion of the assessment Contractor's staff utilizes a Microsoft SharePoint-based tracker to communicate the various account needs to other team members. The "task tracker" assigns activities, such as sending prescriptions and samples, to the appropriate staff member based on insurance plan, product category, task type, and priority level. It is the foundation for both employee productivity monitoring as well as a tool for management to ensure the timely completion of tasks.
 - d. Included with the assessment is a verbal review of the sampling process, AOB completion (when a primary insurance is being billed), and the prescription process will be conducted with the beneficiary.
8. The nurse must ask the Beneficiary if they are having any difficulty that may require further nurse involvement
 9. Beneficiaries without a telephone or Beneficiaries who are hearing impaired must be contacted through written correspondence or through the use of a TTY. If the Beneficiary does not respond within 15 days, the Contractor must send a final notice.

Insurance-related concerns are handled by a dedicated team who specialize in insurance verification and coverage.

All shipping questions are routed to a dedicated shipping team, which has an extensive understanding of customer service, warehouse, and Carrier processes. The shipping team is cognizant of the need to remedy any errors to the monthly shipment expeditiously.

During each point of contact, the CSR confirms eligibility and verifies demographic and physician information.

Emergency requests that are intercepted during normal business hours are escalated to a member of the leadership team to ensure prompt resolution. After normal business hours, Contractor's phone lines will automatically transfer callers to our live answering service, where calls are triaged. If the caller states that there is an urgent medical situation, the call is connected with one of our on-call Registered Nurses.

4. Pricing

4.1 Price Term

The Contractor must specify the fixed prices for all deliverable(s) for the Contract term. The Contractor must provide pricing details in Exhibit C, Pricing for Selected Incontinence Supplies Michigan Department of Health and Human Services.

Costs of delivery, including emergency deliveries, must be included in the unit price of each product. The Contractor must not charge the State or the Beneficiary any additional charge for delivery.

Pricing offered is all-inclusive of costs related to product delivery, including emergency shipments and associated administrative costs. Contractor will not charge the State or the Beneficiary any additional charge for delivery.

Contractor will extend a prepayment discount for claims paid in advance at the rate of:

- a. 1.0% discount for claims paid 30 days in advance
- b. 2.5% discount for claims paid 90 days in advance

5. Authorizing Document

The appropriate authorizing document for the Contract will be a signed blanket purchase order.



6. Delivery

6.1 Delivery Programs

The Contractor must quote prices F.O.B. destination, with transportation charges prepaid on all orders.

6.2 Packaging and Palletizing

The Contractor is required to provide discreet packaging per HIPAA guidelines on all mail order supplies. The State reserves the right of final approval on packaging offered by the Contractor.

Packaging and containers must meet the current requirements of state and federal law applicable to rail and motor carrier freight classifications, which will permit application of the lowest freight rate.

All of the products shipped from Contractor's warehouse are sent in discreet, plain box packaging, per HIPAA guidelines.

7. Acceptance of New Product

7.1 Acceptance, Inspection and Testing

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

The Contractor will be required to send samples of the product to MDHHS to physically review the quality per Product Quality/Specifications, Section 1.1 D. The Contractor must submit to MDHHS any possible product change for approval. This will require the Contractor to send samples to MDHHS of the new product to physically review the quality.

8. Invoice and Payment

8.1 Payment Method and Deadlines

The Contractor will be reimbursed as a Michigan Medicaid Provider by submitting claims, in accordance with claim requirements for Medicaid providers, by beneficiary name through the Community Health Automated Medicaid Processing System (CHAMPS).

Undisputed claims 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 calendar days after receipt.

9. Additional Requirements

9.1 Environmental and Energy Efficient Products

The State prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals.

9.2 Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

Contractor does not offer any products that contain hazardous chemicals, as defined in 40 CFR §370.2, and will continue to screen potential new products for these substances.

9.3 Mercury Content

Pursuant to MCL 18.1261d, mercury-free product must be procured when possible. The Contractor must explain if it intends to provide product containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If cost competitive alternatives do not exist, the Contractor must provide justification as to why the particular product is essential. All product containing mercury must be labeled as containing mercury.

Contractor does not offer any products that contain mercury and will screen potential new products for these substances.



9.4 Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the product contain BFRs.

Contractor does not offer any products that contain Brominated Flame Retardants (“BFRs”) and will continue to screen potential new products for these substances.

9.5 Staffing and Key Personnel

- A. The Contractor must be able to provide appropriate staff to properly service the Contract. The Contractor must appoint one individual for each of the following positions: Contract Administrator, Customer Service Manager, Billing Manager, Director of Nursing, and Medical Director 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 and be knowledgeable on the contractual requirements.
- B. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel. The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.
- C. The Contractor is required to have Registered Nurses and Licensed Practical Nurses to perform all nursing assessments. Licensed Practical Nurses may perform nursing assessments on beneficiaries age 21 and over. Registered nurses must perform the nursing assessments on beneficiaries under age 21. The Contractor must have one nurse for every 2,000 beneficiaries. The Contractor must also have a minimum of three Registered Nurses.
- D. Additional personnel/services will be required for Emergency Network and Translation and Interpretation Assistance.
- E. The Contractor must appoint one or more knowledgeable individuals, 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”).

Contractor’s Contract Administrator: Loren Bennett.

- F. The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

<i>Name/Position</i>	<i>Responsibility</i>
Mary E. Shaya <i>President/CEO</i>	Ensure efficient execution of the terms of the contract.
Stephen Shaya, M.D. M.S. <i>Director of Medical Affairs</i>	Ensure proper collection of prescriptions and compliance



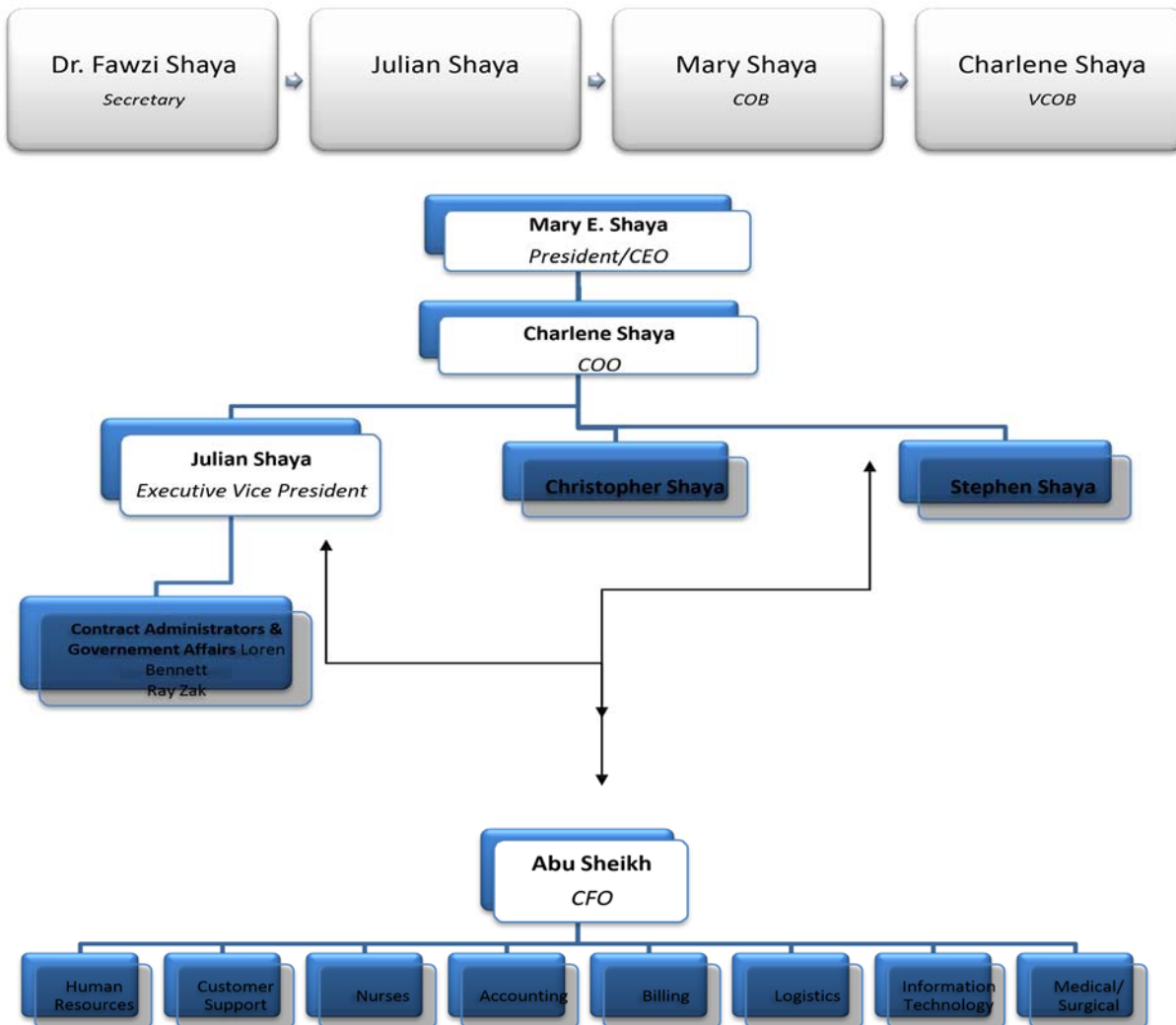
	with HIPAA, and high standards in patient care.
Loren Bennett <i>Director of Government Affairs DIS Contract Administrator</i>	Ensure timely resolution of issues and proper reporting. Ensure overall operation is in full compliance with the contract.
Julian Shaya <i>EVP</i>	Ensure proper acquisition and warehousing, and oversee order fulfillment, including picking, packaging, labeling and shipping.
Michelle Ott <i>Director of Operations/Customer Service and Billing</i>	Manage customer service issues and oversee the training of the customer service personnel. Oversee billing operations.
Terry Decoster, R.N. <i>Director of Nursing</i>	Oversee the training of the staff to complete the assessments in a timely and accurate manner. Ensures proper assessment and product selection
Daniel Gladys <i>Director of Shipping and Logistics</i>	Liaison with FedEx. Coordinates warehouse logistics and ensures proper shipping schedules.
Abu Sheikh <i>CFO</i>	Provides financial oversight for the company, including accounts receivable, accounts payable and all bank auditing requests.
Ed Steele <i>Director of Technology and Systems</i>	Provides technical support and oversight of all computer software issues and creates all reports that the company needs. Oversees J & B's in-house IT and programming staff.

9.6 Organizational Chart



J&B Medical Supply Company, Inc.

Organizational Chart: Board of Directors



9.7 Project Plan

- A. The Contractor will carry out this project under the direction and control of the MDHHS.
- B. The Contractor must present a project management plan with the details requested in Section 9.7.F, identifying timelines, methods, tools and processes proposed to oversee the project, respond to issues/changes as they may arise, and keep appropriate parties apprised of progress.
- C. **Transition Plan for Initiation of Services:**
Requirements of transition, include but are not limited to:
 1. Appropriate Staffing,
 2. Beneficiary Notification,
 3. Toll-Free Phone Number and start date,
 4. After-Hours Service, when will it be operational,



5. Location of staff and warehouse for product,
6. Data Transfers and Renewal of Expiring Prescriptions,
7. Product Sampling,
8. Provider Community Notification, and
9. Emergency Network, etc.

The Contractor must begin providing all services, without interruption, on January 1, 2016.

D. Transition Out:

The Contractor must continue delivery of products and services to existing Beneficiaries for 270 calendar days if requested by the State following one of the following actions:

1. Upon Contract cancellation by the State as a result of Contract default by the Contractor.
2. Upon the Contractor's notification to the State of the inability to meet the terms of the contract.
3. Upon notification to the Contractor by the State at the end of a contract period that the Contract will not be extended for another one-year period.

The Contractor must align each of its subcontractor's agreements to include a 270 calendar day grace period in the event of Contract cancellation.

In the event that the Contractor subcontractor's cannot perform during this 270 calendar day period, this shall not release the Contractor from liability for performance and delivery service to existing Beneficiaries.

If approved by the State at the time of the Contract cancellation, the Contractor must allocate Beneficiaries to the Contractor's Statewide Provider Network. These providers must supply product of equal or greater quality to Beneficiaries at the same prices as provided in any Contract expiration.

Contractor must cooperate in the endeavor to transition members to another contractor. Cooperation includes provision of member demographics, recent order history, most recent assessment(s), and if required by the State, copies of prescriptions, and any other information deemed necessary by the Program manager within the timeframes requested. With regards to subcontractors, those partnerships extend beyond the term of contracts and are aligned to provide support for this contract for the required 270 day grace period. Contractor must cooperate with notification of the transition to the beneficiaries and referral sources.

- E.** The Contractor team and the MDHHS Program Manager will meet monthly, or at a frequency to be determined by the State. At a minimum, the Contractor's project manager will meet with the MDHHS Program Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

F. Work Plan:

Within 20 business days of the award of the Contract, the Contractor will submit to the Program Manager for final approval a work plan, which must include but is not limited to the following:

1. The Contractor's project organizational structure:
 - a. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status of key personnel may only be made with prior approval of the State.
 - b. The time phased plan in the form of a graphic display, e.g. Microsoft Office Project, showing each event, task, and decision point in your work plan.
2. The State reserves the right to review and request additional information prior to approval.



9.8 Disclosure of Subcontractors

If the Contractor adds or changes subcontractors, the Contractor must disclose the following:

1. 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
2. The relationship of the subcontractor to the Contractor.
3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
5. Of the total bid, the price of the subcontractor's work.

A. Subcontractors:

1. Bobby Dodd Institute
2120 Marietta Blvd NW
Atlanta, GA 30318
Phone: (678) 365-0071
Fax: (678) 365-0098
TDD: (678) 365-0099
 - a Bobby Dodd Institute employs people with disabilities and veterans to handle call center activities.
 - b Contractor utilizes Bobby Dodd Institute to provide support to many of our out-of-state managed care contracts for tasks such as: 1) Beneficiary follow up for sample choice; 2) Special outbound calling campaigns; 3) Overflow and phone queue load balancing; 4) Extended hours for new account intake; and 5) Disaster recovery/Continuation of Operations.
 - c Estimated spend with this subcontractor is approximately \$300,000 annually.
2. FedEx Corporation
942 South Shady Grove Road
Memphis, Tennessee, 38120
(901) 818-7500
 - a FedEx Corporation provides customers and businesses worldwide with a broad portfolio of transportation, e-commerce, and business services.
 - b Estimated spend with this subcontractor for this program is approximately \$2.5 million annually. However, due to the active transition of the majority of beneficiaries to managed care, Contractor anticipates this number to be significantly less.
3. Dynamic Synergy, LLC
2422 Viridian Drive Ste: 103
South Bend, IN 46628
Phone: (574) 234-9888
 - a Dynamic Synergy (Dynamic) is a woman owned business located in South Bend, Indiana. Dynamic is responsible for obtaining medical documentation for Contractor's accounts such as valid prescriptions, assignment of benefit forms, and certificates of medical necessity, so orders can be shipped promptly.
 - b Estimated spend with this subcontractor is approximately \$500,000 annually.



10. Liquidated Damages

- A. The State and the Contractor hereby agree to the specific standards set forth in this Contract, including but not limited to; Nursing Assessments, Response Time, and Delivery Times. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be the exact amount of any and all payments made by the State in regards to failure to meet the standards stated in this contract. Liquidated damages will be set at 100% for all orders in noncompliance with State standards per Section II.1.1.

Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract.

For audits, liquidated damages will be assessed and are subject to extrapolation on all services and orders, within the audit sample which are non-compliant with standards specified in the resulting contract without accepted documentation for delay or reason.

The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

- B. The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.
- C. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.
1. The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.
 2. The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained Key Personnel replacement.

11. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement Addendum

At the time of Contract execution, the Contractor ("Business Associate") must sign and return a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement Addendum (Attachment 2) to the State's Program Manager.



STATE OF MICHIGAN

Contract No. 071B6600017
Mail Order Incontinent Supplies and Services

**EXHIBIT B
RESERVED**



STATE OF MICHIGAN

Contract No. 071B6600017
Mail Order Incontinence Supplies and Services

EXHIBIT C
PRICING

Item No.	Unit	HCPC Code	Description	Unit Cost Per Item	Referenced Brands/Manufacturers
1	EA	A4310	Insertion tray without drainage bag and without catheter (accessories only)	\$1.68	AMSINO AS880 10 CC, AMSINO AS890 30 CC Bard 802010, Bard 802030
2	EA	A4311	Insertion tray without drainage bag with indwelling catheter, foley type, two-way latex with coating, (Teflon, silicone, silicone elastomer or hydrophilic, etc.)	\$3.55	Bard 800 Series
3	EA	A4312	Insertion tray without drainage bag with indwelling catheter, foley type, two-way, all silicone	\$3.75	Bard 720000 Series
4	EA	A4314	Insertion tray with drainage bag with indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.)	\$3.25	Bard 802016, Bard 802018
5	EA	A4315	Insertion tray with drainage bag, with indwelling catheter, foley type, two-way, all silicone	\$5.00	Covidien 6900 Series, Covidien 6950 Bard 897214, Bard 897216, Bard 897218
6	EA	A4320	Irrigation tray with bulb or piston syringe, any purpose	\$0.82	AMSINO AS130 (Bulb), AMSINO AS136 (Piston), Covidien 67803
7	EA	A4322	Irrigation syringe, bulb or piston, each	\$0.44	Amsino AS011 (Bulb), Bard 750379
8	EA	A4349	Male external catheter (G)	\$0.62	Coloplast 5000 Series, Coloplast 8000 Series
9	EA	A4349	Male external catheter (G) with adhesive strip, each		Coloplast 7200 Series
10	EA	A4326	Male external catheter, specialty type, e.g., inflatable, faceplate, etc. each	\$0.88	Hollister 9811, Hollister 9873



11	EA	A4328	Female external urinary collection device; pouch, each	\$2.25	Hollister 9840
12	EA	A4330	Perianal fecal collection pouch with adhesive, each	\$6.11	Hollister 9821, 9822, Convatec 650078
13	EA	A4331	Extension drainage tubing, any type, any length, with urinary leg bag or urostomy pouch, each	\$1.55	Coloplast 475, AMSINO AS311
14	EA	A4333	Urinary catheter anchoring device, adhesive skin attachment	\$0.70	M.C. Johnson 5445-2, M.C., Johnson 5445-3
15	EA	A4334	Urinary catheter anchoring device, leg strap	\$0.61	Covidien 8887600149
16	EA	A4335	Belted/Unbelted Undergarment WO Sides	\$0.31	Select Belt Less PBE 2078, Select Belted PBE 2650, Tranquility Belted Undergarment PBE 2150, Covidien Belted Undergarment MD-171B10, Absorbent Products 11530
17	EA	A4338	Indwelling catheter, foley type, two-way latex w/coating (teflon, silicone, silicone elastomer, or hydrophilic, etc.) each	\$0.92	AMSINO AS4000 Series, Bard 12361 12A123630A Series, Teleflex 180705120-180705280 Series, Teleflex 180730140-180730280 Series
18	EA	A4340	Indwelling catheter, specialty type, e.g. Coude, mushroom, wing, etc., each	\$2.25	Covidien 20512C-20524C Series, Teleflex 318112-918124 Series, Coloplast AA6308-AA6310 Series, Coloplast AA6312-AA6324 Series
19	EA	A4344	Indwelling catheter, foley type, two-way, all silicone, each	\$3.50	Coloplast AA61XX Series, Coloplast AA6CXX Series, AMSINO AS40000 Series, Bard 806316-806324 Series, Bard 806514-806524 Series, Bard 165808-165824 Series, Teleflex 170605120-170605260 Series



20	EA	A4351	Intermittent urinary catheter, straight tip, each	\$0.42	Coloplast 110 Series, Coloplast 200 Series, Coloplast 300 Series, Coloplast 400 Series, AMSINO AS861000 Series, COV400608 8FR, COV400610 10FR, COV400612 12FR, COV400614 14FR, COV400616 16FR, COV400618 18FR, COV8887660903 14FR 6", Coviden KN8888492025, Coviden KN8888492033, CovidenKN8888492041, Coviden KN8888492058, Bard 802408-802422 Series
21	EA	A4351-U4	Intermittent urinary catheter, straight tip, each	\$1.70	Coloplast 4100, 4200, 4300, 4400 Series, Coloplast 28578 SpeediCath Compact Female, 8FR. Coloplast 28580 SpeediCath Compact Female, 10FR. Coloplast 28582 SpeediCath Compact Female, 12FR. Coloplast 28584 SpeediCath Compact Female, 14FR. Coloplast 28408 Speedicath Male Ready-To-Use, 8 FR. Coloplast 28410 Speedicath Male Ready-To-Use, 10 FR. Coloplast 28412 Speedicath Male Ready-To-Use, 12 FR. Coloplast 28414 Speedicath Male Ready-To-Use, 14 FR. Coloplast 28416 Speedicath Male Ready-To-Use, 16 FR. Coloplast 28418 Speedicath Male Ready-To-Use, 18 FR, Wellspect 4000840-4001840 Series
22	EA	A4352	Intermittent urinary catheter, coude (curved) tip, each	\$1.42	Coloplast 600 Series, Coloplast 800 Series, Bard 423710- 423718
23	EA	A4352-U4	Intermittent urinary catheter, coude (curved) tip, each	\$2.31	Astra-Tech (Lofric) 960000 Series, Coloplast 4600, 4800 Series, Coloplast 28490-28496 Series
24	EA	A4357	Bedside drainage bag, day or night, with or	\$1.55	Bard 802001 AMSINO AS332



			without anti-reflux device, with or w/o tube, each		
25	EA	A4358	Urinary leg bag, vinyl, with or w/o tube, each	\$1.50	Amsino AS306Nm Amsino AS307N, Bard 4A4174
26	EA	A4402	Lubricant	\$0.23	Pro Advantage P903200, Fougera 20537
27	EA	T4521	Adult size brief / diaper small, each	\$0.30	Select PBE 2620, Tranquility Full Fit PBE 2120, Attends BRBX10, Hook & Loop Covidien 63062, Tena Specialty Brief SCA 66100, First Quality Brief PV-011, KN66032 Small Wings Choice Plus Quilted
28	EA	T4522	Adult size brief / diaper medium, each	\$0.29	Select Full fit PBE 2624, Hook & Loop Covidien 63063, Attends BRB20, Tena Ultra Briefs Medium SCA67200, FQ Per-Fit Breathable PF-012/1, KN66033 Med Wings Choice Plus Quilted, Wings Choice Adult Brief Medium Covidien KN60043DP
29	EA	T4523	Adult size brief / diaper large, each	\$0.37	Select Full Fit PBE 2634, Hook & Loop Covidien 63064, Attends BR30, Attends BRB30, Tena Ultra Brief Large SCA68122, FQ Per-Fit Breathable PF- 013/1, KN66034 Large Wings Choice Plus Quilted, Wings Choice Adult Brief Large Covidien KN60044DP
30	EA	T4524	Adult size brief / diaper x- large, each	\$0.45	Select Full Fit PBE 2635, Hook & Loop Covidien 63065, Attends BR40, Attends BRB40, FQ Per-Fit Breathable PF-014/1, KN66035 X-Large Wings Choice Plus Quilted, Wings Choice Adult Brief XLG Covidien KN60045DP
31	EA	T4525	Adult size pull on small, each	\$0.38	Select Sm PBE 2604, Attends 7 PaperPak APP0710, First Quality PV- 511



32	EA	T4526	Adult size pull on medium, each	\$0.32	Select Med PBE 2605, Sure Care Protective Underwear Covidien 1605, Attends 7 APP0720, Tena Plus SCA, 72241, First Quality PF-512, First Quality PFM-512, First Quality PFW-512.
33	EA	T4527	Adult size pull on large, each	\$0.36	Select Lg, PBE 2606, Sure Care Protective Underwear Covidien 1615, Attends 7 PaperPak APP0730, Tena Plus SCA 72340, FQ Per-Fit PF-513, First Quality PFM-513, First Quality PFW-513.
34	EA	T4528	Adult size pull on x-large each	\$0.46	Select XLG PBE 2607, Sure Care Protective Underwear, Covidien 1625, Attends 7 PaperPak APP0740, Tena Plus SCA72419, FA Per-Fit PF-514, First Quality PFM-514, First PFW-514
35	EA	T4529	Pediatric size brief / diaper small / medium, each	\$0.23	Curity Ultra Fits Covidien 80018, Curity Ultra Fits Covidien 80028, Huggies 43088 (size 1), Huggies 43091 (size 2), Huggies 43094 (size 3), Luvs Baby Diapers PNG341417 (size 2), Luvs Baby Diapers 238793 (size 3), First Quality CR2001, Cuties TM Baby Diaper-Size 2, 12-18 lbs., First Quality CR3001, Cuties TM Baby Diaper-Size 3, 16-28 lbs.
36	EA	T4530	Pediatric size brief / diaper large, each	\$0.24	Curity Ultra Fits Covidien 80038CF, Curity Ultra Fits Covidien 80048, Huggies 43085 (Size 5), Huggies 43084 (Size 4), Luvs Baby Diapers 238800 (Size 4), Luvs Baby Diapers 239055 (Size 5), First Quality CR4001, Cuties TM Baby Diaper-Size 4, 22-37 lbs., First Quality CR5001, Cuties TM Baby Diaper-Size 5, 27+ lbs.



37	EA	T4531	Pediatric size pull on small/medium,each	\$0.39	Run Around MD. Boy Covidien 70063B, Run Around Md.Girl Covidien 70063G, Huggies 43138 Youth Pull On Brief 2T-3T Boys, Huggies 43136 Youth Pull On Briefs 2T-3T Girls, Curity Sleeppants Covidien 70073, First Quality CR7007 Trn Pants Girl 2T-3T, Attends CMF-B2, Attends CMF-G2.
38	EA	T4532	Pediatric size pull on large, each	\$0.43	Run Around Lg. Boy, Covidien 70064B, Run Around Lg. Girl Covidien 70064 GC, Huggies Youth Pull On Briefs 43139 3T-4T Boys, Huggies 43137 3T-4T Girls, First Quality CR8007 Cutie Trn Pants Boy 3T-4T, First Quality CR8008 Trn Pants Girl 3T-4T, Attends CMF-B3, Attends CMF-G3.
39	EA	T4533	Youth size brief / diaper, each	\$0.30	Tranquility PBE 2166, Curity Ultra Fits Covidien 80058, Huggies 43095 (Size 6), Luvs Baby Diapers 238772 (Size 6), First Qualify CR6001, Cuties TM Baby Diaper-Size 6, 35+ lbs., Attends BRBY 20"-28", Attends CMF-7.
40	EA	T4534	Youth size pull on, each	\$0.40	Select Extra Small Brief PBE 2603, Run Around X-Lg Boy Covidien 70065B, Run Around X-Lg Girl Covidien 70065G, Huggies Pull-Up 434135 4T-5T Boy, Huggies Pull-Up 43116 4T-5T Girl, Curity Sleeppants Covidien 70074, Sleep Overs Youth Underwear SLP05301, Sleep Overs Youth Underwear SLP05302, 65-125 lbs., First Quality CR9007 Trn Pants Boy 4T-5T, First Quality CR9008 Trn Girl 4T-5T, Attends CMF-B4, Attends CMF-G4.



41	EA	T4535	Disposable liner / shield / pad, each	\$0.14	Booster Pad PBE 2760, Select Shield PBE 2648, Booster Pad PBE 2072, Trabquility Super Plus Trimshield PBE 2083, Dignity ThinSerts Humanicare 30054, Humanicare Dignity Natural Liner HC26955, HC 26954, Humanicare Stackable Pac HC30053, Humanicare Dignity Plus Super Liner HC30071, Humanicare Dignity Plus Liner HC30074, Humanicare Spartan Liners HC40340, Attend Shaped LP0500, Serenity extra pads (mod) SCA 48900, FQ Prevail Pantiliner PV-926, FZ Prevail Day Time Liner PL-100/1 and Attends LP0600, Prevail Bladder Control Pad extra BC-012, Absorben Products Company 19244 Booster Liner, First Quality PQPPv-915/1, Prevail Extra Plus Liner BC-013, First Quality, PQPPV923/1, Presto ILS21500 Absorbent Liner, Absorbent Products APC57244, Absorbent Products APC 46250.
42	EA	T4536	Reusable washable underwear any size, each	\$1.08	Covidien KN705A Small/Med., Covidien KN706A Large/ X-Large, Covidien KN707A XX-Large/XXX-Large.
43	EA	T4541	Disposable underpads (e.g., Chux's), large 23 x 36	\$0.14	Covidien 1093DP, 7176, 2675, Griffin Medical 1836.
44	EA	T4542	Disposable underpads (e.g., Chux's), small 17 x 24	\$0.12	PaperPak UFS170, Griffin Medical Underpad 17x24 #2504
45	EA	T4543	Bariatric adult size brief / diaper xx-large, each	\$0.85	Whitestone 43790, Prevail Breathable Bariatric Brief, 63" - 94" PV-094, Attends DD60, Principle Business Enterprises 2190.



46	EA	A4649	Misc. Supply	PA Required	no reference, prior authorization supply
47	EA	A5112	Urinary leg bag; latex	\$1.50	Coloplast 68001, Coloplast 68004, Coloplast 68007, Coloplast 68006L, Coloplast 68006R.
48	EA	A5120	Skin barrier, wipes, 50/box (antiseptic), per wipe	\$0.10	DermaRite 00237, PDIB01051
49	EA	S5199	Personal Care Products / Wipes/Adult/Baby, per wipe	\$0.03	Huggies 39301 Natural Care Wipes, First Quality CRW-050, PDID35185.
50	EA	A6250	Skin sealants, protectants, moisturizers, ointment, any type, any size	\$1.95	Secura Smith & Nephew 2.47 oz 59431500, DermaRite Periguard 3.5 oz 00204.
51	EA	A4520	Diaper/Incontinent pant, reusable/washable	\$8.15	Humanicare 16000 series, Humanicare 40200 series, Humanicare Spartan Unisex Waterproof Pant HC10000 Series, Covidien 689 SML, Covidien 691 MED, Covidien 694 KRG, Covidient 698 XL, Absorbent Products 34034-B.
52	EA	A4354	Insertion Tray with Drainage Bag	\$5.25	Bard 4A5110-4A5146 Series.
53	EA	A4353	Intermittent Urinary Catheter with Insertion Supplies	\$3.40	Coloplast 1008, 1012, 1014, 1016, 3110, 3112, 3114, 3116, 3212, 3214, Bard 4A5110-4A5146 Series.
54	EA	T4544	Adult pull on, X-large; New coder per Medicare requirement	\$0.64	PAPAU24060, Presto FQPV-517, First Quality. COV 1630, Covidien, Principle Business Enterprises PBE2608.



Attachment 1

Michigan Average Product and Beneficiary Usage

Michigan Average Product Usage

January 1, 2015 thru June 30, 2015

Except for A4351 and A4352, all modifiers included in HCPCS

Item No.	HCPCS	Modifier	Total Billed Units	Monthly Avg. Billed Units
1	A4310		864	144
2	A4311		0	-
3	A4312		0	-
4	A4314		0	-
5	A4315			-
6	A4320		482	80
7	A4322		2,197	366
8, 9	A4349		9,905	1,651
10	A4326		778	130
11	A4328			-
12	A4330			-
13	A4331		1,295	108
14	A4333		48	12
15	A4334		152	25
16	A4335		101,436	16,906
17	A4338		715	119
18	A4340		0	-
19	A4344		720	120
20	A4351		191,729	31,955
21	A4351	U4	11,220	1,870
22	A4352		21,785	3,631
23	A4352	U4	1,500	250
24	A4357		1,131	189
25	A4358		1,178	196
26	A4402		1,794	299
27	T4521		349,048	58,175
28	T4522		1,351,364	225,227
29	T4523		1,495,974	249,329
30	T4524		747,390	12,457
31	T4525		216,854	36,142
32	T4526		1,680,078	280,013
33	T4527		1,499,282	249,880



34	T4528		88,444	14,741
35	T4529		4,372	729
36	T4530		88,354	147,255
37	T4531		984	164
38	T4532		736	123
39	T4533		306,253	51,042
40	T4534		53,953	8,992
41	T4535		5,079,860	846,643
42	T4536		795	133
43	T4541		4,497,991	749,665
44	T4542		18,060	3,010
45	T4543		347,830	57,972
46	A4649	Recent data unavailable at this time.		
47	A5112			-
48	A5120		11,900	1,983
49	S5199		2,573,736	428,956
50	A6250		41,963	6,994
51	A4520		2,583	215
52	A4354		1,096	183
53	A4353		4,080	680
54	T4544		262,842	43,807



Attachment 2

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement Addendum

HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM

This Business Associate Agreement Addendum ("Addendum") is made a part of the contract ("Contract") between the Michigan Department of Community Health ("Covered Entity"), and _____, ("Business Associate").

The Business Associate performs certain services for the Covered Entity under the Contract that requires the exchange of information including protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub.L. No. 111-5). The Michigan Department of Community Health is a hybrid covered entity under HIPAA and the parties to the Contract are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and have the underlying Contract comply with HIPAA.

RECITALS

- A. Under the terms of the Contract, the Covered Entity wishes to disclose certain information to the Business Associate, some of which may constitute Protected Health Information ("PHI"). In consideration of the receipt of PHI, the Business Associate agrees to protect the privacy and security of the information as set forth in this Addendum.
- B. The Covered Entity and the Business Associate intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate under the Contract in compliance with HIPAA and the HIPAA Rules.
- C. The HIPAA Rules require the Covered Entity to enter into a contract containing specific requirements with the Business Associate before the Covered Entity may disclose PHI to the Business Associate.

1. Definitions.

a. The following terms used in this Agreement have the same meaning as those terms in the HIPAA Rules: Breach; Data Aggregation; Designated Record Set; Disclosure; Health Care Obligations; Individual; Minimum Necessary; Notice of Privacy Practices; Protected Health Information; Required by Law; Secretary; Security Incident; Security Measures, Subcontractor; Unsecured Protected Health Information, and Use.

b. "Business Associate" has the same meaning as the term "business associate" at 45 CFR 160.103 and regarding this Addendum means [Insert Name of Business Associate]

c. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR 160.103 and regarding this Addendum means the Michigan Department of Community Health.

d. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

e. "Agreement" means both the Contract and this Addendum.

f. "Contract" means the underlying written agreement or purchase order between the parties for the goods or services to which this Addendum is added.

2. Obligations of Business Associate.



The Business Associate agrees to

- a. use and disclose PHI only as permitted or required by this Addendum or as required by law.
- b. implement and use appropriate safeguards, and comply with Subpart C of 45 CFR 164 regarding electronic protected health information, to prevent use or disclosure of PHI other than as provided in this Addendum. Business Associate must maintain, and provide a copy to the Covered Entity within 10 days of a request from the Covered Entity, a comprehensive written information privacy and security program that includes security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI relative to the size and complexity of the Business Associate's operations and the nature and the scope of its activities.
- c. report to the Covered Entity within 24 hours of any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.410, and any Security Incident of which it becomes aware. If the Business Associate is responsible for any unauthorized use or disclosure of PHI, it must promptly act as required by applicable federal and State laws and regulations. Covered Entity and the Business Associate will cooperate in investigating whether a breach has occurred, to decide how to provide breach notifications to individuals, the federal Health and Human Services' Office for Civil Rights, and potentially the media.
- d. ensure, according to 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate regarding such information. Each subcontractor must sign an agreement with the Business Associate containing substantially the same provisions as this Addendum and further identifying the Covered Entity as a third party beneficiary of the agreement with the subcontractor. Business Associate must implement and maintain sanctions against subcontractors that violate such restrictions and conditions and must mitigate the effects of any such violation.
- e. make available PHI in a Designated Record Set to the Covered Entity within 10 days of a request from the Covered Entity to satisfy the Covered Entity's obligations under 45 CFR 164.524.
- f. within ten days of a request from the Covered Entity, amend PHI in a Designated Record Set under 45 CFR § 164.526. If any individual requests an amendment of PHI directly from the Business Associate or its agents or subcontractors, the Business Associate must notify the Covered Entity in writing within ten days of the request, and then, in that case, only the Covered Entity may either grant or deny the request.
- g. maintain, and within ten days of a request from the Covered Entity make available the information required to enable the Covered Entity to fulfill its obligations under 45 CFR § 164.528. Business Associate is not required to provide an accounting to the Covered Entity of disclosures : (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR § 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR § 164.502; (iii) under an authorization as provided in 45 CFR § 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR § 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR § 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); (vii) as part of a limited data set according to 45 CFR 164.514(e); or (viii) that occurred before the compliance date for the Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by the Business Associate and its agents or subcontractors for at least six years before the request, but not before the compliance date of the Privacy Rule. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the



disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If the request for an accounting is delivered directly to the Business Associate or its agents or subcontractors, the Business Associate must forward it within ten days of the receipt of the request to the Covered Entity in writing.

h. to the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity when performing those obligations.

i. make its internal practices, books, and records relating to the Business Associate's use and disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Business Associate must concurrently provide to the Covered Entity a copy of any PHI that the Business Associate provides to the Secretary.

j. retain all PHI throughout the term of the Agreement and for a period of six 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 survives the termination of the Agreement.

k. implement policies and procedures for the final disposition of electronic PHI and the hardware and equipment on which it is stored, including but not limited to, the removal of PHI before re-use.

l. within ten days after a written request by the Covered Entity, the Business Associate and its agents or subcontractors must allow the Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI under this Addendum for the purpose of determining whether the Business Associate has complied with this Addendum; provided, however, that: (i) the Business Associate and the Covered Entity must mutually agree in advance upon the scope, timing and location of such an inspection; (ii) the Covered Entity must protect the confidentiality of all confidential and proprietary information of the Business Associate to which the Covered Entity has access during the course of such inspection; and (iii) the Covered Entity or the Business Associate must execute a nondisclosure agreement, if requested by the other party. The fact that the Covered Entity inspects, or fails to inspect, or has the right to inspect, the Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve the Business Associate of its responsibility to comply with this Addendum. The Covered Entity's (i) failure to detect or (ii) detection, but failure to notify the Business Associate or require the Business Associate's remediation of any unsatisfactory practices, does not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Addendum.

3. Permitted Uses and Disclosures by the Business Associate.

a. Business Associate may use or disclose PHI:

(i) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; provided, however, either (A) the disclosures are required by law, or (B) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) as required by law;

(iii) for Data Aggregation services relating to the health care operations of the Covered Entity;

(iv) to de-identify, consistent with 45 CFR 164.514(a) – (c), PHI it receives from the Covered Entity. If the Business Associates de-identifies the PHI it receives from the Covered Entity, the Business Associate may use the de-identified information for any purpose not prohibited by the HIPAA Rules; and



(v) for any other purpose listed here: carrying out the Business Associate's duties under the Contract.

b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

c. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity except for the specific uses and disclosures described above in 3(a)(i) and (iii).

4. Covered Entity's Obligations

Covered entity agrees to

a. use its Security Measures to reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of PHI transmitted to the Business Associate under the Agreement until the PHI is received by the Business Associate.

b. provide the Business Associate with a copy of its Notice of Privacy Practices and must notify the Business Associate of any limitations in the Notice of Privacy Practices of the Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.

c. notify the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose the individual's PHI to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

d. notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

5. Term. This Addendum must 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, whichever first occurs.

6. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by the Business Associate of any provision of this Addendum, as determined by the Covered Entity, constitutes a material breach of the Addendum and is grounds for termination of the Contract by the Covered Entity under the provisions of the Contract covering termination for cause. If the Contract contains no express provisions regarding termination for cause, the following apply to termination for breach of this Addendum, subject to 6.b.:

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

(ii) Associate's Duties. Notwithstanding termination of the Contract, and subject to any directions from the Covered Entity, the Business Associate must timely, reasonably and necessarily act to protect and preserve property in the possession of the Business Associate in which the Covered Entity has an interest.

(iii) Compensation. Payment for completed performance delivered and accepted by the Covered Entity must be at the Contract price.

(iv) Erroneous Termination for Default. If the Covered Entity terminates the Contract under Section 6(a) and after such termination it is determined, for any reason, that the Business Associate was not in default, or that the Business Associate's action/inaction was excusable, such termination will be treated as a termination for convenience, and the rights and obligations of the parties will be the same as if the Contract had been terminated for convenience.



b. Reasonable Steps to Cure Breach. If the Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract under Section 6(a), then the Covered Entity must notify the Business Associate of the pattern of activity or practice. The Business Associate must then take reasonable steps to cure such breach or end such violation, as applicable. If the Business Associate's efforts to cure such breach or end such violation are unsuccessful, the Covered Entity must either (i) terminate this Agreement, if feasible or (ii) if termination of this Agreement is not feasible, the Covered Entity must report the Business Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Effect of Termination. After termination of this Agreement for any reason, the Business Associate, with respect to PHI it received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, must:

(i) retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy) the remaining PHI that the Business Associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Business Associate retains the PHI;

(iv) not use or disclose the PHI retained by the Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3(a)(1) which applied before termination; and

(v) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy) the PHI retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.

7. No Waiver of Immunity. The parties do not intend to waive any of the immunities, rights, benefits, protection, or other provisions of the Michigan Governmental Immunity Act, MCL 691.1401, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, or the common law.

8. Data Ownership. The Business Associate has no ownership rights in the PHI. The covered entity retains all ownership rights of the PHI.

9. Disclaimer. The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Addendum, HIPAA or the HIPAA Rules will be adequate or satisfactory for the Business Associate's own purposes. Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

10. Certification. If the Covered Entity determines an examination is necessary to comply with the Covered Entity's legal obligations under HIPAA relating to certification of its security practices, the Covered Entity or its authorized agents or contractors, may, at the Covered Entity's expense, examine the Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Covered Entity the extent to which the Business Associate's security safeguards comply with HIPAA, the HIPAA Rules or this Addendum.

11. Amendment.

a. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure



compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and the HIPAA Rules. 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 and the HIPAA Rules. Either party may terminate the Agreement upon thirty days written notice if (i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Covered Entity under this Section or (ii) the Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Rules.

12. Assistance in Litigation or Administrative Proceedings. Business Associate must make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, if someone commences litigation or administrative proceedings against the Covered Entity, its directors, officers or employees, departments, agencies, or divisions based upon a claimed violation of HIPAA or the HIPAA Rules relating to the Business Associate's or its subcontractors use or disclosure of PHI under this Agreement, except where the Business Associate 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 any rights, remedies, obligations or liabilities upon any person other than the Covered Entity, the Business Associate and their respective successors or assigns.

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 must remain in force and effect. The parties expressly acknowledge and agree that sufficient mutual consideration exists to make this Addendum legally binding in accordance with its terms. Business Associate and the Covered Entity expressly waive any claim or defense that this Addendum is not part of the Contract.

15. Interpretation and Order of Precedence. This Addendum is incorporated into and becomes part of the Contract. Together, this Addendum and each separate Contract constitute the "Agreement" of the parties with respect to their Business Associate relationship under HIPAA and the HIPAA Rules. The provisions of this Addendum must prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract must be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Rules. The parties agree that any ambiguity in this Addendum must be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Rules. This Addendum supersedes and replaces any previous separately executed HIPAA addendum between the parties. If this Addendum conflicts with the mandatory provisions of the HIPAA Rules, then the HIPAA Rules control. Where the provisions of this Addendum differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Addendum 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 in this Addendum to the contrary, the Business Associate's obligations under Section 6(d) and record retention laws ("Effect of Termination") and Section 13 ("No Third Party Beneficiaries") survive termination of this Addendum and are enforceable by the Covered Entity if the Business Associate fails to perform or comply with this Addendum.

18. Representatives and Notice.



a. **Representatives.** For the purpose of this Addendum, the individuals identified in the Contract must be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are 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.** All required notices must be in writing and must be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative:

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

Business Associate Representative:

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

Any notice given to a party under this Addendum must 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.

Business Associate
 [INSERT NAME]

By: _____

Date: _____

Print Name: _____

Title: _____

Covered Entity
 [INSERT NAME]

By: _____

Date: _____

Print Name: _____

Title: _____



Attachment 3

Definitions

This section provides definitions for terms used throughout this document.

Beneficiary – individuals determined to be eligible to Michigan Medicaid health programs and supplies by local Department of Health and Human Services (DHHS) office. The DHHS worker reviews the beneficiary's financial and nonfinancial factors and determines the types of assistance for which the beneficial is eligible.

Billing Date - The billing date refers to the date the eligibility is checked. The billing date also known as the date of service (dos) is the same as the eligibility check date.

Business Day - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the DTMB-Procurement employee identified on the cover page of this RFP.

Children's Special Health Care Services – Children's Special Health Care Services (CSHCS) is a program within the Michigan Department of Health and Human Services (MDHHS) created to find, diagnose, and treat children in Michigan who have chronic illnesses or disabling conditions.

Chronic Failure - as defined in applicable Service Level Agreements.

Days - Business Days unless otherwise specified.

Deliverable(s) - physical goods or commodities as required or identified in a Statement of Work.

Delivery Date (DOM) - The day of the month agreed upon with the beneficiary and the Contractor that determines when products will be received. The products are to be delivered by the agreed date on a Beneficiary-by- Beneficiary basis. The products are to be received on or a few days before the agreed upon date. This is also known as the delivery date.

Eastern Time – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

Effective Date - the date that a binding contract is executed by the final party.

Key Personnel - any personnel designated as Key Personnel in Section 9.5.

Prior Authorization Request – Prior Authorization (PA) is required for certain items before the item is provided to the beneficiary and before the item is ordered. The Contractor must submit a prior authorization request: (1) when a beneficiary needs a product brand not listed on the contract and the price exceeds the price of the product available under the contract or (2) the product needed exceeds the limit of the contract.

Purchase Order - a written document issued by the State that requests full or partial performance of the Contract.

Services – Supplying incontinent and urological supplies.



Ship Date – The scheduled date products will leave the Contractor warehouse. The Contractor must verify Medicaid eligibility no more than 24 hours prior to shipping products through MPH I to determine that beneficiaries are Medicaid and/or CSHCS

State - the State of Michigan.

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

Stop Work Order - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

Subcontractor - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

Unauthorized Removal - the Contractor's removal of Key Personnel without the prior written consent of the State.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and J & B Medical Supply Co. Inc. ("**Contractor**"), a Michigan Corporation. This Contract is effective on January 1, 2016 ("**Effective Date**"), and unless terminated, expires on December 31, 2018.

This Contract may be renewed for up to 2 additional 1 year period(s) and will automatically extend the Term of this Contract.

The parties agree as follows:

- 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.

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

If to State:	If to Contractor:
Jillian Yeates DTMB, Procurement 1st Floor NE, Constitution Hall PO Box 30026 Lansing, MI 48909 Email: yeatesj@michigan.gov Phone: (517) 284-7019	Julian Shaya 50496 W. Pontiac Trail Wixom, MI 48393 (248) 896-6205 jshaya@jandbmedical.com



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

State:	Contractor:
Jillian Yeates DTMB, Procurement 1st Floor NE, Constitution Hall PO Box 30026 Lansing, MI 48909 Email: yeatesj@michigan.gov Phone: (517) 284-7019	Loren Bennett 50496 W. Pontiac Trail Wixom, MI 48393 248-896-6253 <i>lbennett@jandbmedical.com</i>



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

State:	Contractor:
Kim Hanson (Day-to-Day Activities) Michigan Department of Health and Human Services Capital Commons Building 400 S. Pine Lansing, MI 48909-9753 Email: hansonk@michigan.gov Phone: (517) 373-0931	Loren Bennett 50496 W. Pontiac Trail Wixom, MI 48393 248-896-6253 lbennett@jandbmedical.com
Kevin Dunn (Non Day-to-Day Activities) Michigan Department of Health and Human Services Lewis Cass Building 320 South Walnut Lansing, MI 48913 Email: dunnk3@michigan.gov Phone: (517) 335-5096	

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

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	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. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	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.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	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) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Hired and Non-Owned Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	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.
Crime Insurance - Reserved	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	
Medical Malpractice Insurance - Reserved	



Property Insurance - Reserved

Pollution Liability and Asbestos Pollution Liability (Errors and Omissions) - Reserved

If any of the required policies provide **claim-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. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor for transactions under the Contract with other states (including governmental subdivisions and authorized entities), if this Contract is extended to other states under Section 8. Extended Purchasing Program. There is no administrative fee under the Contract for transactions with the State of Michigan, Department of Health and Human Services. Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
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. **Extended Purchasing Program.** Upon written agreement between the State and Contractor, this Contract may be extended to other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the negotiated Contract prices and terms. The State reserves the right to 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. 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. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 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, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
- 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, Section 5.



- 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. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
- 18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

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 270 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. Reserved



31. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e)



perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

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 non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.



- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

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 6 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 2 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. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.



- 49. Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
- 50. 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.
- 51. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 52. 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.
- 53. Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").