



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **11**  
to  
Contract Number **MA071B7700152C**

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	<b>Program Manager</b>	Various	MDOC
<b>STATE</b>	<b>Contract Administrator</b>	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

**CONTRACT SUMMARY**

Off-site laboratory screening and confirmation testing			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
July 1, 2017	June 30, 2020	5 - 12 Months	June 30, 2025
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
1 Net 30 and Net 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>		<b>EXTENDED PURCHASING</b>	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**MINIMUM DELIVERY REQUIREMENTS**  
No Minimum Delivery Requirements.

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		
<b>CURRENT VALUE</b>		<b>VALUE OF CHANGE NOTICE</b>		<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>
\$625,726.00		\$160,000.00		\$785,726.00

#### DESCRIPTION

Effective November 15, 2024, the parties agree to the following amendments:

- 1) Contract value is increased by \$160,000.00 for MDOC use.
- 2) MDOC Program Manager is updated from Kami Harris to Kim Root (rootk@michigan.gov / 517-420-7641).

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

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Bernard G. Scott	517-899-5497	ScottB4@michigan.gov
MDOC	Kim Root	517-420-7641	RootK@michigan.gov



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **10**  
to  
Contract Number **MA071B7700152C**

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	<b>Program Manager</b>	Various	MDOC
<b>STATE</b>	<b>Contract Administrator</b>	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY			
Off-site laboratory screening and confirmation testing			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	June 30, 2020	5 - 12 Months	July 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
1 Net 30 and Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			
No Minimum Delivery Requirements.			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>	June 30, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$586,726.00	\$39,000.00	\$625,726.00	

## DESCRIPTION

Effective July 31, 2024, the parties agree to the following:

- The remaining 11 months of the fifth available one-year option are hereby exercised. The revised contract expiration date is June 30, 2025.
- Pricing has been increased \$3.00 for the following line item only:  
  
    Urine Panel A - Screen/Confirm positives (per sample): \$14.50 to \$17.50
- Contract value is increased by \$39,000.00 for MDOC use.

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

Internal Note: \$10,999.00 remaining Ad Board funds after CN.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Bernard G. Scott	517-899-5497	ScottB4@michigan.gov
MDOC	Kami Harris	517-241-7229	HarrisK14@michigan.gov



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **9**  
to  
Contract Number **MA071B7700152C**

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	<b>Program Manager</b>	Various	MDOC
<b>STATE</b>	<b>Contract Administrator</b>	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
Off-site laboratory screening and confirmation testing				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 1, 2017	June 30, 2020	5 - 12 Months	June 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1 Net 30 and Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	30 Days	<input type="checkbox"/>		July 30, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$586,726.00		\$0.00	\$586,726.00	

#### DESCRIPTION

Effective June 30, 2025, the parties agree to incorporate the following changes into this Contract:

1. Thirty days of the fifth available one-year option on this Contract are exercised. The revised Contract expiration date is July 30, 2024.
2. The State's Contract Administrator has been changed from Marissa Gove to Nichole Harrell, Harrelln@michigan.gov, 517-449-9245.
3. The MDOC Program Manager has been changed from Sherman Campbell to Bernard Scott, ScottB4@michigan.gov, 517-899-5497.

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





**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **8**  
 to  
 Contract Number **071B7700152**

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego, CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	Program Manager	Various	MDOC
	Contract Administrator	Marissa Gove (517) 449-8952 govem1@michigan.gov	DTMB

**CONTRACT SUMMARY**

**OFF-SITE LABORATORY SCREENING AND CONFIRMATION TESTING**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	June 30, 2020	5 - 1 Year	June 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
1Net30 and Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		June 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$586,726.00	\$0.00	\$586,726.00		

**DESCRIPTION**

Effective March 16, 2023, the following changes are hereby incorporated into the Contract:

1. The fourth option year available on this contract is exercised.
2. The State's Contract Administrator is changed to Marissa Gove.
3. The MDOC Program Manager is changed from Willis Chapman to Sherman Campbell.

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

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Kami Harris	(517) 241-7229	HarrisK14@michigan.gov
MDOC	Sherman B. Campbell	(517) 265-3900	campbells17@michigan.gov



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 7

to

Contract Number 071B7700152

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego, CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	Program Manager	Various	MDOC
	Contract Administrator	Brandon Samuel	DTMB
		(517) 249-0439 samuelb@michigan.gov	

**CONTRACT SUMMARY**

**OFF-SITE LABORATORY SCREENING AND CONFIRMATION TESTING**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	June 30, 2020	5 - 1 Year	June 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
1Net30 and Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$386,726.00	\$200,000.00	\$586,726.00		

**DESCRIPTION**

Effective July 20, 2022 this Contract is admended to add \$200,000.00 for Michigan Department of Health and Human Services Children's Services Agency in order to perform re-testing to validate results from another Contractor.

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 19, 2022.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Kami Harris	(517) 241-7229	HarrisK14@michigan.gov
MDOC	Willis Chapman	810-667-2045	chapmanw@michigan.gov
MDHHS	Amanda Doane	517-282-5273	doanea@michigan.gov



**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 **6**

to

Contract Number **071B7700152**

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego, CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	<b>Program Manager</b>	Various	MDOC
<b>STATE</b>	<b>Contract Administrator</b>	Brandon Samuel	DTMB
		(517) 249-0439	
		samuelb@michigan.gov	

**CONTRACT SUMMARY**

**OFF-SITE LABORATORY SCREENING AND CONFIRMATION TEST**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	June 30, 2020	5 - 1 Year	June 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
1Net30 and Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$336,726.00	\$50,000.00	\$386,726.00		

**DESCRIPTION**

Effective July 27, 2021, this contract is increased by \$50,000 for MDOC use.

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 27, 2021

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Kami Harris	(517) 241-7229	HarrisK14@michigan.gov
MDOC	Elizabeth Sparks	517-780-6649	SparksE@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**

to

Contract Number **071B7700152**

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego, CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	Program Manager	Various	MDOC
	Contract Administrator	Brandon Samuel	DTMB
		(517) 249-0439 samuelb@michigan.gov	

**CONTRACT SUMMARY**

**OFF-SITE LABORATORY SCREENING AND CONFIRMATION TESTING SERVICES FOR URINE AND SALIVA**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	June 30, 2020	5 - 1 Year	June 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
1Net30 and Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	24 months	<input type="checkbox"/>		June 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$336,726.00	\$0.00	\$336,726.00		

**DESCRIPTION**

Effective July 1, 2021, this Contract is exercising 2 1-yr options. The revised contract expiration date is June 30, 2023.

Additionally, Standard Contract Terms, Section 6. Insurance Requirement, \$2,000,000 Products/Completed Operations under Commercial General liability Insurance is removed.

The following pricing is hereby incorporated.

Item	CURRENT PRICE	New Pricing
Urine Panel A – Screen/Confirm positives	\$12.33	\$14.50
Urine Panel B - Screen/Confirm positives	\$11.14	\$13.00

Urine Panel C - Screen/Confirm positives	\$11.14	\$13.00
Urine Panel D - Screen/Confirm positives	\$11.14	\$13.00
<b>Urine Confirmation Only</b>		
Amphetamine	\$10.89	\$13.00
6-Acetylmorphine	\$10.89	\$13.00
Barbiturate	\$10.89	\$13.00
Benzodiazepines	\$10.89	\$13.00
Cocaine Metabolite	\$10.89	\$13.00
Cannabinoid	\$10.89	\$13.00
Ecstasy	\$10.89	\$13.00
Ethyl Alcohol	\$10.89	\$13.00
LSD	\$10.89	\$13.00
Methadone	\$10.89	\$13.00
Methaqualone	\$10.89	\$13.00
Opiate	\$10.89	\$13.00
Phencyclidine	\$10.89	\$13.00
Propoxyphene	\$10.89	\$13.00
Buprenorphine	\$10.89	\$13.00
Ethyl Glucuronide	\$12.87	\$15.00
Ketamine	\$12.87	\$15.00
Methadone Metabolite	\$12.87	\$15.00
Meperidine	\$10.89	\$13.00
Oxycodone	\$10.89	\$13.00
Synthetic Cannabinoid	\$16.83	\$19.00
Tramadol	\$10.89	\$13.00
Carisoprodol	\$10.89	\$13.00
Fentanyl	\$10.89	\$13.00
Tapentadol	\$10.89	\$13.00
Zolpiden	\$12.87	\$15.00
Cotinine	\$10.89	\$13.00
Gabapentine	\$16.83	\$18.00

Pricing includes transfer of specimens to the lab, providing all locations with specimen collection and shipping supplies, pre-paid air-bills, lab pack and labels, Chain of Custody Forms, lab processing, result reporting and litigation support.

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



**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Kami Harris	(517) 241-7229	HarrisK14@michigan.gov
MDOC	Elizabeth Sparks	517-780-6649	SparksE@michigan.gov



**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 **4**

to

Contract Number **071B7700152**

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego, CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	Program Manager	Various	MDOC
	Contract Administrator	Brandon Samuel (517) 249-0439 samuelb@michigan.gov	DTMB

**CONTRACT SUMMARY**

**OFF-SITE LABORATORY SCREENING AND CONFIRMATION TES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	June 30, 2020	5 - 1 Year	June 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
1Net30 and Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 months	<input type="checkbox"/>		June 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$226,726.00	\$110,000.00	\$336,726.00		

**DESCRIPTION**

Effective June 10, 2020, this Contract is exercising a 1-yr. option and is increased by \$110,000.00 The revised contract expiration date is June 30, 2021.

The following pricing is hereby incorporated.

Item	Current Price	Increased Pricing w/admin fee removal
Urine Panel A – Screen/Confirm positives	\$10.45	\$12.33
Urine Panel B - Screen/Confirm positives	\$9.25	\$11.14
Urine Panel C - Screen/Confirm positives	\$9.25	\$11.14
Urine Panel D - Screen/Confirm positives	\$9.25	\$11.14
<b>Urine Confirmation Only</b>		
Amphetamine	\$9.00	\$10.89
6-Acetylmorphine	\$9.00	\$10.89
Barbiturate	\$9.00	\$10.89
Benzodiazepines	\$9.00	\$10.89
Cocaine Metabolite	\$9.00	\$10.89
Cannabinoid	\$9.00	\$10.89
Ecstasy	\$9.00	\$10.89
Ethyl Alcohol	\$9.00	\$10.89
LSD	\$9.00	\$10.89
Methadone	\$9.00	\$10.89
Methaqualone	\$9.00	\$10.89
Opiate	\$9.00	\$10.89
Phencyclidine	\$9.00	\$10.89
Propoxyphene	\$9.00	\$10.89
Buprenorphine	\$9.00	\$10.89
Ethyl Glucuronide	\$11.00	\$12.87
Ketamine	\$11.00	\$12.87
Methadone Metabolite	\$11.00	\$12.87
Meperidine	\$9.00	\$10.89
Oxycodone	\$9.00	\$10.89
Synthetic Cannabinoid	\$15.00	\$16.83
Tramadol	\$9.00	\$10.89
Carisoprodol	\$9.00	\$10.89
Fentanyl	\$9.00	\$10.89
Tapentadol	\$9.00	\$10.89
Zolpiden	\$11.00	\$12.87
Cotinine	\$9.00	\$10.89
Gabapentine	\$15.00	\$16.83

Pricing includes transfer of specimens to the lab, providing all locations with specimen collection and shipping supplies, pre-paid air-bills, lab pack and labels, Chain of Custody Forms, lab processing, result reporting and litigation support.

Additionally, Contract Terms, Section 7 (Administrative Fee and Reporting), no longer applies. And Section 42 (Nondiscrimination) is replaced by the following:

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.

Furthermore, Program Manager Maurice Hills is replaced by Betsy Sparks.

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

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Elizabeth Sparks	517-780-6649	SparksE@michigan.gov
MDOC	Kami Harris	(517) 241-7229	HarrisK14@michigan.gov



**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 **3**

to

Contract Number **071B7700152**

<b>CONTRACTOR</b>	PHAMATECH INC.
	15175 Innovation Drive
	San Diego, CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	Program Manager	VARIOUS	SW
	Contract Administrator	Brandon Samuel	DTMB
		(517) 249-0439	
		samuelb@michigan.gov	

<b>CONTRACT SUMMARY</b>				
<b>OFF-SITE LABORATORY SCREENING AND CONFIRMATION TESTING SERVICES FOR URINE AND SALIVA</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 1, 2017	June 30, 2020	5 - 1 Year	June 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1Net30 and Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$126,726.00	\$100,000.00	\$226,726.00		
DESCRIPTION				
Effective January 18, 2019 this contract is hereby increased by \$100,000.00.				
All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB Central Procurement Services approval.				

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Kami Harris	(517) 241-7229	HarrisK14@michigan.gov
MDOC	Maurice Hills	(517) 241-7062	Hillsm1@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**

to

Contract Number **071B7700152**

<b>CONTRACTOR</b>	Phamatech, Inc.
	15175 Innovation Drive
	San Diego, CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	CV0015024

<b>STATE</b>	Program Manager	VARIOUS	SW
	Contract Administrator	Brandon Samuel	DTMB
		(517) 249-0439	
		samuelb@michigan.gov	

CONTRACT SUMMARY				
OFF-SITE LABORATORY SCREENING AND CONFIRMATION TESTING SERVICES FOR URINE AND SALIVA				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 1, 2017	June 30, 2020	5 - 1 Year	June 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1Net30 and Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
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		
\$126,726.00	\$0.00	\$126,726.00		
DESCRIPTION				
Effective September 15, 2018, Schedule A. and Schedule H. are hereby updated to add the substance Norbuprenorphine and update substance information for Buprenorphine, see attached language.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval.				



**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Kami Harris	(517) 241-7229	HarrisK14@michigan.gov
MDOC	Maurice Hills	(517) 241-7062	Hillsm1@michigan.gov

**071B7700152, Change Notice 2 Updates:**

**Schedule A, Section 11.2, b., Urine Panel A is hereby revised for Buprenorphine (Suboxone):**

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
Buprenorphine (Suboxone)	EIA	5 ng/ml	GCMS	1 ng/ml

**Schedule A, 11.2, b., Table of Additional Substances is hereby revised to add Norbuprenorphine:**

SCREEN ASSAY	CUTOFF (ng/ml)	Confirmation Assay	Limit of Detection (ng/ml)
Norbuprenorphine	5	Norbuprenorphine	1

**Schedule A, Section 11.3, b., Table of Additional Oral Fluid Assays are hereby revised for Buprenorphine (Suboxone) and Norbuprenorphine is added:**

Drug	Screen Cutoff	Confirmation Cutoff
Buprenorphine (Suboxone)	5 ng/ml	1 ng/ml
Norbuprenorphine	5 ng/ml	1 ng/ml

**Schedule A, Section 11.3, c., Table of Additional Oral Fluid Assays are hereby revised for Buprenorphine (Suboxone) and Norbuprenorphine is added:**

Drug	Screen Cutoff	Confirmation Cutoff
Buprenorphine (Suboxone)	5 ng/ml	1 ng/ml
Norbuprenorphine	5 ng/ml	1 ng/ml

**Schedule A, Attachment H – Table of Additional Substances Information and Pricing is hereby revised for the addition of Norbuprenorphine to the table for Additional Substances that can be added to any Panel A at Pricing indicated (Items included as in Panel A):**

Substance	Price
Norbuprenorphine	\$9.00

**Schedule A, Attachment H – Table of Additional Substances Information and Pricing is hereby revised for the addition of Norbuprenorphine to the table for Additional Substances that can be added to any Panel B at Pricing indicated (Items included as in Panel B):**

Substance	Price
Norbuprenorphine	\$9.00

**Schedule A, Attachment H – Table of Additional Substances Information and Pricing is hereby revised for the addition of Norbuprenorphine to the table for Additional Substances that can be added to any Panel C at Pricing indicated (Items included as in Panel C):**

Substance	Price
Norbuprenorphine	\$9.00

**Schedule A, Attachment H – Table of Additional Substances Information and Pricing is hereby revised for the addition of Norbuprenorphine to the table for Urine Confirmation Testing Substances (For confirmations not included in Panel A, B and C, Creatinine/SPGR, pH and Oxidants included):**

<b>SCREEN ASSAY</b>	<b>CUTOFF (ng/ml)</b>	<b>Confirmation Assay</b>	<b>Limit of Detection (ng/ml)</b>	<b>Price \$</b>
Norbuprenorphine	5	Norbuprenorphine	1	\$9.00

**Schedule A, Attachment H – Table of Additional Substances Information and Pricing is hereby revised for the addition of Norbuprenorphine to the table for Saliva Confirmation Testing Substances (For confirmations not included in Panel A, B and C, Creatinine/SPGR, pH and Oxidants included):**

<b>SCREEN ASSAY</b>	<b>CUTOFF (ng/ml)</b>	<b>Confirmation Assay</b>	<b>Limit of Detection (ng/ml)</b>	<b>Price \$</b>
Norbuprenorphine	5	Norbuprenorphine	1	\$9.00



**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 **1**

to

Contract Number **071B7700152**

<b>CONTRACTOR</b>	Phamatech, Inc.
	15175 Innovation Drive
	San Diego, CA 92128
	Dana Conde
	888-635-5840
	dconde@phamatech.com
	*****6229

<b>STATE</b>	Program Manager	VARIOUS	SW
		Various	
		Brandon Samuel	DTMB
	Contract Administrator	(517) 284-7025	
		samuelb@michigan.gov	

**CONTRACT SUMMARY**

**OFF-SITE LABORATORY SCREENING AND CONFIRMATION TESTING SERVICES FOR URINE AND SALIVA**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2017	June 30, 2020	5 – 1 Year	June 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
1Net30 and Net 45			
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**

**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		
\$126,726.00	\$0.00	\$126,726.00		

**DESCRIPTION**

Effective November 1, 2017 the following Schedule, Section changes are hereby revised:

- 1) Schedule A, Section 11.2 b.  
 Add Buprenorphine (Suboxone) to urine Panel A (used by Prisons) tests.

- b. **Urine Panel A (used by Prisons)** Ordered routinely by these locations.

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
<b>Alcohol</b> <ul style="list-style-type: none"> <li>Ethanol</li> <li>Glucose</li> </ul>	EMIT	20 mg/dL 100 mg/dL	GC AU2700	20 mg/dL
<b>Cannabinoids</b> <ul style="list-style-type: none"> <li>THC Metabolite</li> </ul>	EMIT	50 ng/ml	GCMS	15 ng/ml

<b>Cocaine</b> • Benzoyllecgonine	EMIT	150 ng/ml	GCMS	100 ng/ml
<b>Opiates</b> • Codeine • Hydromorphone • Morphine • Hydrocodone	EMIT	300 ng/ml	GCMS	300 ng/ml
<b>Methadone</b>	EMIT	300 ng/ml	GCMS	300 ng/ml
<b>Methamphetamine</b>	EMIT	300 ng/ml	GCMS	300 ng/ml
<b>Buprenorphine (Suboxone)</b>	EIA	10 ng/ml	GCMS	10 ng/ml

2) Schedule B, Off-site Reference Laboratory: Pricing for Urine Panel A is revised from \$9.45 to \$10.45.

Service Bid	Description	Est. Annual Quantity	
A. Urine Panel A	Price per test shall include: <ul style="list-style-type: none"> <li>Initial screening and confirmation testing for screened "positives".</li> <li>Adulteration testing</li> <li>Shipping, supplies and materials, COC forms, etc.</li> </ul>	800	\$10.45 <hr/> Per Panel Test

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

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Kami Harris	(517) 241-7229	HarrisK14@michigan.gov
MDOC	Maurice Hills	(517) 241-7062	Hillsm1@michigan.gov



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management & Budget  
 525 W. Allegan St., 1<sup>st</sup> Floor. NE, Lansing MI 48913  
 P.O. Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **071B7700152**

between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Phamatech, Inc.	<b>STATE</b>	<b>Program Manager</b>	Various (See below) or Section 4	
	15175 Innovation Drive				
	San Diego, CA 92128				
	Dana Conde		<b>Contract Administrator</b>	Brandon Samuel	DTMB
	888-635-5840			517-284-7025	
	dconde@phamatech.com			samuelb@michigan.gov	
6229					

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Off-site laboratory screening and confirmation testing services for urine and saliva</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
7/1/2017	6/30/2020	Five-one year	
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
1Net30 and Net45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
N/A			
<b>MISCELLANEOUS INFORMATION</b>			
The terms and conditions of this Contract are those of RFP 007117B0010083			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			\$126,726.00

## Program Managers

	AGENCY	NAME	PHONE	EMAIL
1	MDOC	Kami Harris	517-241-7229	HarrisK14@michigan.gov
2	MDOC	Maurice Hills	517-241-7062	Hillsm1@michigan.gov



**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

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

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

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Phamatech, Inc. (“**Contractor**”), a California Corporation. This Contract is effective on July 1, 2017, and unless terminated, expires on June 30, 2020.

This Contract may be renewed for up to five additional one-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule 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 Schedule 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: Brandon Samuel 525 W. Allegan St., 1 <sup>st</sup> Floor NE Lansing, MI 48909 samuelb@michigan.gov 517-284-7025	If to Contractor: Dana Conde Phamatech, Inc. 15175 Innovation Dr. San Diego, CA 92128 <a href="mailto:dconde@phamatech.com">dconde@phamatech.com</a> (888) 635-5840
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- Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State: Brandon Samuel 525 W. Allegan St., 1 <sup>st</sup> Floor NE Lansing, MI 48909 <a href="mailto:samuelb@michigan.gov">samuelb@michigan.gov</a> 517-284-7025	Contractor: Dana Conde Phamatech, Inc. 15175 Innovation Dr. San Diego, CA 92128 <a href="mailto:dconde@phamatech.com">dconde@phamatech.com</a> (888) 635-5840
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4. **Program Managers.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “Program Manager”):

State:	Contractor:
For MDOC Maurice Hills, MDOC – SASS, CFA 206 E. Michigan Ave. Grandview Plaza Lansing, MI 48933 <a href="mailto:hillsm1@michigan.gov">hillsm1@michigan.gov</a> (517) 241 – 7062  Kami Harris, MDOC - FOA 206 E. Michigan Ave. Grandview Plaza Lansing, MI 48933 <a href="mailto:Harrisk14@michigan.gov">Harrisk14@michigan.gov</a> (517) 241 - 7229	Allen Ganan Phamatech, Inc. 15175 Innovation Dr. San Diego, CA 92128 <a href="mailto:aganan@phamatech.com">aganan@phamatech.com</a> (888) 635-5840

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.



**Professional Liability (Errors and Omissions) Insurance**

Minimal Limits:  
 \$1,000,000 Each Occurrence  
 \$1,000,000 Annual Aggregate

Deductible Maximum:  
 \$50,000 Per Loss

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

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

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

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

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

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

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

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

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

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

- 9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this



Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

- 11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

- 15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule 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 Schedule 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. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 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 Schedule 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. Reserved.**

**22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

**23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

**24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

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



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

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

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 31. Reserved.**
- 32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an



obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

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

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract





Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. **Reserved.**
- 41. **Reserved.**
- 42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.



- 50. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 51. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 52. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 53. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 54. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



# STATE OF MICHIGAN

Contract No. 071B7700152

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the anticipated requirements of the Contract. The term “Contractor” in this document refers to Phamatech, Inc.

### PROJECT REQUEST

This is a Contract for the following services:

Off-site reference laboratory urine and saliva screening and confirmation services for prisoners, parolees, and probationers (including the related collection cups and packaging materials, upon request) using urine and saliva drug testing for the **Michigan Department of Corrections (MDOC)**.

This Contract is a per unit price contract. The price is per test, per training session, per service provided, etc., on an as needed, as-requested basis.

### BACKGROUND

#### **Off-site reference laboratory screening and confirmation services for urine and saliva drug testing services**

The MDOC Substance Abuse Services Section (SASS) is located within the Bureau of Healthcare and is responsible for all substance abuse testing and treatment programs for approximately 120,000 prisoners, parolees and probationers under its jurisdiction. In the instance of a positive result from an on-site test kit, MDOC staff or their designee may send the sample to an off-site laboratory for screening and confirmation services.

### 1. THROUGH 10 SECTIONS RESERVED

### SCOPE

The following services are included in this Contract for off-site reference laboratory urine and saliva screening and confirmation services.

- A. Confirmation testing of provided urine and saliva instant drug test samples;
- B. Upon request, provide collection cups and return packaging material;
- C. Provide arbitration or litigation support, including qualified expert witness court testimony of test results, if needed, at no additional cost;
- D. Assignment of a Dedicated Account Representative;
- E. Training, Training Materials, and/or information;
- F. Provide applicable reports;

### 11. Requirements

#### 11.1 General Requirements for both Urine and Saliva Testing

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

- a. State of Michigan personnel and/or their designees are responsible for the following tasks:
  - 1) Scheduling of drug testing.
  - 2) Collection of samples.
  - 3) Forwarding the sample to the reference laboratory.
  - 4) Authorizing Contractor access to File Transfer Services.
  - 5) Data push.



- b. The Contractor must provide:
- 1) Upon request, a collection cup that is capable of being shipped, and the container used to store the sample for shipping purposes.
  - 2) A customized chain of custody form specific to MDOC testing, for both urine and saliva testing.
  - 3) Prepaid return mailers with packaging for urine and saliva collection kits
  - 4) Laboratory testing services to complete off-site drug screenings using urine or saliva.
- c. Upon request, the Contractor must provide collection cups and return packaging materials directly to a residential treatment centers, so that a parolee may be drug tested at that site. The residential treatment center would return the collection kit directly to the Contractor's reference laboratory.
- 1) The Contractor must return test results to MDOC via fax and/or an electronic upload to MDOC's current data management system.

**\*Note: The State does not seek to purchase or develop a data system but requires the Contractor to develop an integrated data system to allow timely data entry of drug and alcohol test results within existing departmental databases – OMNI – see Appendix A system information.**

- d. On an annual basis, the SASS Program Manager and up to one other person may make an on-site visit to the Contractor's location for the purposes of reviewing progress and providing necessary guidance to the Contractor in resolving problems which may have arisen, and for an on-site inspection of the Contractor's operation and premises. The Contractor shall not charge the State for any visits.
- e. The Contractor must interact with residential treatment centers that deal with parolees in community as needed.
- f. The Contractor must interact or have discussions with hearing officers during the MDOC prisoner misconduct or parole violation process as needed.
- g. The Contractor may be required to visit correctional facilities, parole/probation office locations and community-based treatment provider locations to meet with MDOC staff, provide training, guidance and service
- h. The Contractor must make all necessary arrangements for the pick-up and transport of the urine or saliva sample from the test site to the lab.
- i. The Contractor pick-up must be same day or next day after request. See Appendices B and C for maps and locations of all prison, parole and probation accounts.
- j. The Contractor must perform initial screens and/or confirmatory tests for the drugs and/or metabolites specified in this request on the same laboratory premises with no transport of specimens to another location.
- k. The Contractor must ensure all licenses required by State and local jurisdictions to operate a toxicology laboratory for detection of the drugs specified previously have been acquired and all regulations complied with.
- l. Reserved
- m. The Contractor must participate in the Health and Human Services certification program, maintain HHS certification, and participate in other certification and quality assurance programs acceptable to the Program Manager.
- n. The Contractor must have the capability of transmitting results of drug tests in the following way:
- 1) Via facsimile (FAX) to each drug testing location or its supervising area office. In some cases, facsimile results are required to go to two sites: both the collection site and the supervising offices.



2) Via transfer of data sets or files utilizing File Transfer Services to MDOC.

Note: The State does not seek to purchase or develop a data system but shall require the vendor to develop an integrated data system to the departments already established system of electronic record keeping. The system interface must allow for timely data entry of drug and alcohol test results within departmental databases. Please refer to Appendix A OMNI Information System Requirements for additional information.

- o. The Contractor must provide written process to set and establish Turn-around Times (from date of specimen receipt to date of result reporting). The Contractor must ensure negative results are received within 48 hours and positive results are received within 72 hours.
- p. The Contractor must provide litigation support and expert witness, at no additional cost when necessary. May require in person testimony.
- q. The Contractor must provide a detailed description of the chain-of-custody for all lab testing from arrival to confirmation of test results, addressing the following areas:
  - a. Point that each specimen is picked up at each location and shipped to the laboratory.
  - b. Describe shipping vendor used and procedures/supplies utilized and process.
  - c. Point that each specimen arrives at the lab through accession, screening, confirmation (if done) onto reporting of results.
  - d. Specimen storage.
  - e. Turn-around time from point of arrival at the laboratory until receipt of results at the sending site.
  - f. Submit a diagram delineating the flow pattern of specimens from arrival to confirmation of test results, including processes of analysis confirmation and reporting the results.
- r. The Contractor must maintain an up to date list of location(s) of where laboratory testing will be done.
- s. The Contractor must ensure the laboratory tracks exactly where each specimen is located from the time it entered the lab until it is stored.
- t. The Contractor must ensure only authorized personnel has access to stored specimens.
- u. The Contractor must ensure positive specimens are stored frozen and in a secure place, and the Contractor must be able to identify each person who has access to them.
- v. The Contractor must ensure records and actual testing data are securely stored and can only be accessed by Contractor's designated personnel.
- w. The Contractor must ensure it has a process for accession (assigning unique identifying number) for test samples.
- x. The Contractor must ensure the integrity of the specimen is maintained by labeling specimen and aliquot containers. The original specimen container must never leave the secured or limited-access part of the laboratory.
- y. Contractor must obtain new aliquot for confirmatory testing. Contractor must ensure numbers are matched between original and new containers to avoid mixing up the specimens.

## 11.2 Requirements for Urine Testing

- a. The Contractor's laboratory must analyze all urine specimens submitted for the presence of the drugs, when requested (Panels listed below). These tests for these drugs must include confirmation by a second, independent methodology prior to being reported as positive at the levels indicated below.



b.

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

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
<b>Alcohol</b> <ul style="list-style-type: none"> <li>Ethanol</li> <li>Glucose</li> </ul>	EMIT	20 mg/dL 100 mg/dL	GC AU2700	20 mg/dL
<b>Cannabinoids</b> <ul style="list-style-type: none"> <li>THC Metabolite</li> </ul>	EMIT	50 ng/ml	GCMS	15 ng/ml
<b>Cocaine</b> <ul style="list-style-type: none"> <li>Benzoyllecgonine</li> </ul>	EMIT	150 ng/ml	GCMS	100 ng/ml
<b>Opiates</b> <ul style="list-style-type: none"> <li>Codeine</li> <li>Hydromorphone</li> <li>Morphine</li> <li>Hydrocodone</li> </ul>	EMIT	300 ng/ml	GCMS	300 ng/ml
<b>Methadone</b>	EMIT	300 ng/ml	GCMS	300 ng/ml
<b>Methamphetamine</b>	EMIT	300 ng/ml	GCMS	300 ng/ml

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

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
<b>Cannabinoids</b> <ul style="list-style-type: none"> <li>THC Metabolite</li> </ul>	EMIT	50 ng/ml	GCMS	15 ng/ml
<b>Cocaine</b> <ul style="list-style-type: none"> <li>Benzoyllecgonine</li> </ul>	EMIT	150 ng/ml	GCMS	100 ng/ml
<b>Opiates</b> <ul style="list-style-type: none"> <li>Codeine</li> <li>Hydromorphone</li> <li>Morphine</li> <li>Hydrocodone</li> </ul>	EMIT EIA	300 ng/ml	GCMS	300 ng/ml
<b>Methadone</b>	EMIT	300 ng/ml	GCMS	300 ng/ml

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

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



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

Drug or Drug Class	Screening Method	Screening Level	Confirmation Method	Confirmation level
MDMA-Ecstasy	EMIT	500 ng/ml	GCMS	500 ng/ml
LSD	EMIT	500 ng/ml	GCMS	500 ng/ml
Oxycodone	EIA	1000 ng/ml	GCMS	500 ng/ml
PCP	EMIT	25 ng/ml	GCMS	25 ng/ml
Suboxone	EIA	10 ng/ml	GCMS	10 ng/ml

The below table indicates additional substances Contractor can test for:

SCREEN ASSAY	CUTOFF (ng/ml)	CONFIRMATION ASSAY	LIMIT OF DETECTION (ng/ml)
Amphetamine	Variable	Amphetamine, Methamphetamine	40
6-Acetylmorphine	10	6-AM	4
Barbiturate	Variable	Amobarbital, Butalbital, Pentobarbital, Phenobarbital, Secobarbital	40
Benzodiazepines	Variable	Oxazepam, Nordiadepam, Alpha-Hydroxyalprazolam, Triazolam, Hydroxyethylflurazepam, Temazepam	40
Cocaine Metabolite	150	Benzoylcegonine	40
Cannabinoid	Variable	THCA	6
Ecstasy	250	MDA, MDEA, MDMA	40
Ethyl Alcohol	Variable	Ethanol	Variable
LSD	1	LSD	1
Methadone	100	Methadone	40
Methaqualone	300	Methaqualone	40
Opiate	Variable	Codeine, Morphine, Hydromorphone, Hydrocodone, Oxymorphone, Oxycodone	
Phencyclidine	25	PCP	10
Propoxyphene	300	Norpropoxyphene	100
Creatinine	Variable	Specific Gravity	Variable
Nitrites	Variable	Nitrite	200
Oxidants	Variable	Chromate	50
pH	Variable	Ph Meter	Variable
Specific Gravity	Variable	Refractometer	Variable
Burprenorphine	5	Buprenorphine	1
Ethyl Glucuronide	Variable	ETG, ETS	100
Ketamine	Variable	Ketamine	50



Methadone Metabolite	Variable	EDDP	40
Meperidine	100	Meperidine	100
Oxycodone	100	Oxycodone	40
Syn Cannabinoid	Variable	Multiple	Detected/Not Detected
Tramadol	100	Tramadol	40
Carisoprodol	100	Meprobamate	40
Fentanyl	Variable	Fentanyl	10
Tapentadol	Variable	Tapentadol	50
Zolpiden	Variable	Zolpiden	50
Cotinine	Variable	NA	NA
Gabapentin	Variable	NA	NA

- c. Reserved
- d. Reserved
- e. Contractor must ensure screening and confirmation levels remain as stated above. To make a revision, Contractor must submit a written proposal to the Program Manager, and obtain written approval prior to any making any change.
- f. Contractor must adhere to procedures for quality control and calibration of test instruments per DHHS guidelines.
- g. Reserved
- h. Reserved

**11.3 Requirements for Saliva Testing**

- a. Contractor must ensure its saliva testing methodology meets the following standards:
  - 1) Current Guidelines for Federal Workplace Testing Programs, Department of Health and Human Services, Substance Abuse Mental Health Services Administration, April, 2004.
  - 2) U.S. Food and Drug Administration, Center for Devices and Radiological Health, 510K Clearance Process. Title 20 Code of Federal Regulations (CFR) Part 807. (<http://www.fda.gov/MedicalDevices/DeviceRegulationandGuidance/HowtoMarketYourDevice/PremarketSubmissions/PremarketNotification510k/ucm2005718.htm>)

b. Recommended Cut-off Concentrations for Oral Fluid Specimens

Initial Test Cutoff Concentration	ng/mL
THC Parent drug and Metabolite	4
Cocaine metabolites	20
Opiate metabolites <sup>1</sup>	20
Phencyclidine	10
Amphetamines (Methamphetamine)	50
MDMA	50





Confirmatory Test Cutoff Concentration	ng/mL
THC Parent drug	2
Cocaine or Benzoylcegonine	8
Opiate metabolites	
➤ Morphine	40
➤ Codeine	40
➤ 6-Acetylmorphine	4
➤ Phencyclidine	10
Amphetamines	
➤ Amphetamine	50
➤ Methamphetamine	50
➤ MDMA	50
➤ MDA	50
➤ MDEA	50

Labs permitted to test all specimens for 6-AM using a 4 ng/mL cutoff

The below table indicates additional substances Contractor can test for:

Additional Oral Fluid Assays		
Drug	Screen Cutoff	*Confirmation Cutoff
Alcohol	20mg/dl	20mg/dl
Benzodiazepines	50ng/ml	50ng/ml
Buprenorphine	5ng/ml	5ng/ml
Methadone	30ng/ml	30ng/ml
Oxycodone	50ng/ml	25ng/ml
Tramadol	50ng/ml	50ng/ml

\*lower cutoffs may be established at LOD.

c.

Assay Screen	Detection Window	Screen Cutoff Ng/mL	Confirms For	GC/MS or LC/MS Cutoff (ng/mL)
Amphetamine	24-72H	50	Amphetamine	LCMSMS
Methamphetamine	24-72H	50	Amphetamine	LCMSMS
			Methamphetamine	LCMSMS
			MDMA-Ecstasy	LCMSMS
			MDA	LCMSMS
Barbiturates	24-168H	*NA	Amobarbital	LCMSMS
			Butabarbital	LCMSMS
			Butalbital	LCMSMS
			Pentobarbital	LCMSMS
			Phentobarbital	LCMSMS
			Secobarbital	LCMSMS
Benzodiazepines	24-72H	50	**Propose	LCMSMS
Cannabinoids	6-72H	4	THC	LCMSMS
Cocaine	4-48H	20	Benzoylcegonine	LCMSMS
			Cocaine	LCMSMS
Methadone	24-96H	30	Methadone	LCMSMS



Opiates ➤ Morphine	24-96H	20	Morphine	LCMSMS
			Codeine	LCMSMS
			6-Acetylmorphine	LCMSMS
			Oxycontin	LCMSMS
			Hydrocodone	LCMSMS
			Hydromorphone	LCMSMS
Phencyclidine (PCP)	6-72H	10	Phencyclidine (PCP)	LCMSMS
Alcohol ➤ EtG	4-72H	NA	Ethyl glucuronide	LCMSMS
<p>*NA=CURRENTLY NO APPROVED COMMERCIAL ASSAY; MUST USE LCMSMS                  **Confirmation of Benzodiazepines would include: Alpha-Hydroxy-Alprazolam, Clonazepam, Lorazepam, Nordiazepam, Temazepam, Triazolam and Oxaxepam.</p>				

Labs permitted to test all specimens for 6-AM using a 4 ng/mL cutoff

The below table indicates additional substances Contractor can test for:

Additional Oral Fluid Assays		
<b>Drug</b>	<b>Screen Cutoff</b>	<b>*Confirmation Cutoff</b>
Alcohol	20mg/dl	20mg/dl
Benzodiazepines	50ng/ml	50ng/ml
Buprenorphine	5ng/ml	5ng/ml
Methadone	30ng/ml	30ng/ml
Oxycodone	50ng/ml	25ng/ml
Tramadol	50ng/ml	50ng/ml

\*lower cutoffs may be established at LOD.

- d. Reserved
- e. Reserved
- f. Reserved
- g. Reserved
- h. Reserved
- i. Contractor must provide copies of federal CFR 510K clearance for reagents and products used when requested.
- j. Contractor must provide applicable State or Federal licensing and inspection certificates to conduct business when requested.
- k. Reserved
- l. Reserved
- m. Reserved
- n. Reserved



**11.4 Offender Management Information Network (OMNI) Information System Requirements**

**a. Overview**

The mandate of Michigan Department of Corrections is to provide for the administration of individuals having contact with the department. This includes the tracking and recording of details required for institutional report preparation and community supervision. In addition, the department must carry out ever increasing statistical reporting functions for many State and Federal agencies. OMNI is designed to help accomplish this mandate. The Michigan Department of Corrections operates a client server computer system in all of its field offices. Each field office, comprising a local area network (LAN), is connected to a statewide area network (WAN). This architecture provides the Department with the opportunity to document offender data in a statewide central database that is accessed through the Offender Management Network Information (OMNI) application. As of today, field agents within each office have been provided a desktop workstation from which to update and inquire on offender data. All essential case management activities are completed in the OMNI application from the agent's desktop. In addition to documenting case supervision activity in OMNI, non-agent staff enters supporting offender data in the system as well. All data entered through OMNI at the desktop travels across the state's network and is stored on a central computer in Lansing.

**b. System Requirements**

OMNI operates within a File Transfer Services (formerly named Data Exchange Gateway (DEG)). The highest level is like a FTP server hosted on a Tandem System. Some of its features are a store and forward mailbox. The FTP file, which contains certain drug test result information, is sent to a mailbox on the File Transfer Services and auto delivered daily to the OMNI "Sybase" Client Server.

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

Contractor will be required to work with staff from the Michigan Department of Information Technology to further refine, test and implement this file format.

**c. OMNI Drug Test Fields**

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

OMNI contains the following 4 tabs

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

**d. Substance Abuse Test Tab:**

Data Field	Comments	Contractor Response (Script needed)
Specimen Date	Date of test	Yes
Specimen Location	Location of test –Default to location of entry	No
Sample Type	Type of sample	Yes, will use On-Site Urine Test
Patch Wear/Completion/Removal	For sweatpatch only	No
Testing Lab	Name of lab used	Yes-Awarded vendor will have their lab name entered in this field
Lab Sample Referral Code	Barcode	Yes. <sup>2</sup>
Reason Tested	Reason for conducting test. Field contains 9 subcategories.	Yes.

<sup>2</sup> For IDTDs positive samples may be forwarded onto independent reference laboratory for confirmation testing using the original Chain of Custody procedures established by vendor, which includes, COC form, barcode. This same barcode will be used to track, establish and maintain the COC process throughout the entire testing process.



Specimen Date	Sample Type	Lab Sample Ref Code
03/05/2007	(None)	
11/21/2005	Lab Urine Test	0080047064
11/03/2004	PBT	

Record 4 of 4

Specimen Date: 03/05/2007 Specimen Location: G. ROBERT COTTON CORRECTIONAL FA Prescription Drug: [None]

Sample Type: [None] Sample Taken Flag:  Reason Sample Not Taken: (None)

Patch Length Of Wear: [None] Completion Of Wear: (None) Removal Reason: (None)

Test Taker Type: MDOC Employee Employee: FROMSON, JOHN S Other: (None)

Testing Lab: (None) Lab Sample Ref Code: [None] Reason Tested: (None)

Notes: [None]

Enter Sample Type

Specimen Date	Sample Type	Lab Sample Ref Code
03/05/2007	(None)	
11/21/2005	Lab Urine Test	0080047064
11/03/2004	PBT	

Record 4 of 4

Specimen Date: 03/05/2007 Specimen Location: G. ROBERT COTTON CORRECTIONAL FA Prescription Drug: [None]

Sample Type: [Admissions] Sample Taken Flag:  Reason Sample Not Taken: (None)

Patch Length Of Wear: [Breathalyzer/PBT] Completion Of Wear: (None) Removal Reason: (None)

Test Taker Type: [Lab Urine Test] Employee: FROMSON, JOHN S Other: (None)

Testing Lab: [On-Site Saliva Test] Lab Sample Ref Code: [None] Reason Tested: (None)

Notes: [Patch] [PBT]

Enter Sample Type

**e. Drug Test Tab:**

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



Substance Abuse Test		Prescription Drug		Test Results		Drugs Tested	
<b>Substance Abuse Tests</b>				<b>Drug List</b>			
Specimen Date	Sample Type	Lab Sample Ref Code	Overall Result	Tested Drug Code	Positive/ Negative		
11/21/2005	Lab Urine Test	0080047064	Negative	(None)	(None)		
11/03/2004	PBT		Negative				
11/03/2004	On-Site Urine Test		Negative				
Record 1 of 1    Tested Drug Code: [Dropdown]							
Notes: [Text Area]							
Positive Negative		(None)	Drug Level	.000	Drug Level Unit	(None)	
[Navigation Icons]    Enter Tested Drug Code							

Substance Abuse Test		Prescription Drug		Test Results		Drugs Tested	
<b>Substance Abuse Tests</b>				<b>Drug List</b>			
Specimen Date	Sample Type	Lab Sample Ref Code	Overall Result	Tested Drug Code	Positive/ Negative		
11/21/2005	Lab Urine Test	0080047064	Negative	(None)	(None)		
11/03/2004	PBT		Negative				
11/03/2004	On-Site Urine Test		Negative				
Record 1 of 1    Tested Drug Code: [Dropdown]							
Notes: [Text Area]							
Positive Negative		(None)	Drug Level	.000	Drug Level Unit	(None)	
[Navigation Icons]    Enter T							
[Dropdown List: Alcohol, Amphetamines, Barbiturates, Benzodiazepine, Cannabinoids, Cocaine, Ecstasy]							

**f. Test Result Tab:**

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



Specimen Date	Sample Type	Lab Sample Ref Code	Overall Result
11/21/2005	Lab Urine Test	0080047064	Void
11/03/2004	PBT		Negative
11/03/2004	On-Site Urine Te		Negative

Record 3 of 3

Specimen Date: 11/21/2005    Sample Type: Lab Urine Test    Lab Sample Ref Code: 0080047064

Lab Test Date: 11/23/2005    Overall Result: Void    Sample Void Reason: (None)

Misconduct Incident: [ ]    Test Result Create Date: 11/30/2005

Positive Response: (None)    Positive Response Date: 00/00/0000

Notes: [ ]  
*Last Updated by LOAD on 11/30/2005 at 03:01:00 from LOAD20*

Navigation: [ ] [ ] [ ] [ ]    Enter Overall Result

Specimen Date	Sample Type	Lab Sample Ref Code	Overall Result
11/21/2005	Lab Urine Test	0080047064	Void
11/03/2004	PBT		Negative
11/03/2004	On-Site Urine Te		Negative

Record 3 of 3

Specimen Date: 11/21/2005    Sample Type: Lab Urine Test    Lab Sample Ref Code: 0080047064

Lab Test Date: 11/23/2005    Overall Result: Void    Sample Void Reason: (None)

Misconduct Incident: [ ]    Test Result Create Date: 11/30/2005

Positive Response: (None)    Positive Response Date: 00/00/0000

Notes: [ ]  
*Last Updated by LOAD on 11/30/2005 at 03:01:00 from LOAD20*

Navigation: [ ] [ ] [ ] [ ]    Enter Overall Result



## 12. Training

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- a. The Contractor must provide on-site training to MDOC personnel within the first two months of the Contract, in order to enable sites to routinely request tests and ensure that results are successfully submitted electronically to the MDOC computer systems and that field staff, (prisons, parole and probation locations across the state) are trained and provided collection cups, chain of custody forms, pick up supplies, and any other contract related materials.
- b. The Contractor's training plan should include but is not limited to the following:
  - 1) Order processes
  - 2) Requesting results of tests
  - 3) Procedure to ensure that results are successfully submitted electronically to the MDOC computer systems
  - 4) An Issue Management Plan that includes a standard issue management process for managing the project. The plan should identify the issue management process to be utilized for this project, including responsible parties, phone numbers, email addresses if relevant, and processes.
  - 5) A detailed, escalating disciplinary process for employee errors, up to and including removal from the State's account.
  - 6) A Conflict of Interest discovery process, including having employees completing work related to this RFP sign a statement on an annual basis that they do not have a close friend or relatives in the Michigan prisoner, parolee or probation population. Employees with a conflict should be removed from completing work on the State's account.
  - 7) Security of data, disaster recovery and back up procedures.
  - 8) Security of test samples

### **Contractor's Outline of On-Site Training Plan**

- Contact information
  - Account Primary Contact
  - Customer Service
  - Account Management
  - Technical Consultation
  - Supply Orders
  - Shipping/Pick-up Schedules
- Supplies and Shipping Information
- Obtaining Drug Test Results
  - Web Based Results
  - Email Results
  - Fax Results
  - Raw Data Downloads
- Overview of Laboratory Security and Process
  - Accessioning
  - Data Entry
  - Initial Testing
  - Confirmation Testing
  - Certification
  - Security of Specimens and Documents
- Laboratory Information Management System
  - LIMS Contact Persons
  - Security of Transmissions
  - Security of Data
  - Back-Up and Recovery Plan
  - Transmission Verification
- Implementation and Management Plan (see Attachment G, template - RESERVED)



- Primary Contact
- Project Tasks
- Assignments
- Spreadsheet(s) to identify Projects; Timelines; Responsible Persons; Phone Numbers; Email Addresses and Summary of Project Status.
- Disciplinary Process for Identification and Correction of Errors  
Employee Checks and Conflicts of Interest

c. The Contractor must submit a written start-up-plan within three weeks of contract effective date unless otherwise noted by MDOC. The plan shall include, but is not limited to the following: development and approval of customized forms, state-wide training program, shipment dates of supplies to state-wide locations.

d. The Contractor must provide documentation and training materials at no cost to MDOC.

**13. Staffing**

**13.1 Contractor Representative/Customer Service Toll-Free Number**

The Contractor has designated Mr. Allen Ganan as the dedicated Contractor Representative to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).

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

The Contractor must specify (if it has one) its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8am to 5 pm EST.

**Allen Ganan: (858) 643-5555 X 263; aganan@phamatech.com**  
**Toll free number: (888) 635-5840**

**13.2. Key Personnel**

- A. The Contractor must appoint individuals who will be directly responsible for the day to day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

The following individuals are proposed Key Personnel:

- Dr. Tuan Pham, President and Owner/CEO
- Dr. Tom Aucoin, Vice President of Laboratory
- Justin Pham, Laboratory Manager
- Allen Ganan, Senior Account Manager
- John Polanco, Sales Director – Contract Management
- Bonnie Filosa, Customer Service Manager
- Souk Sounakhene – IT Systems Administrator

- B. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

- C. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel’s employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard





Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

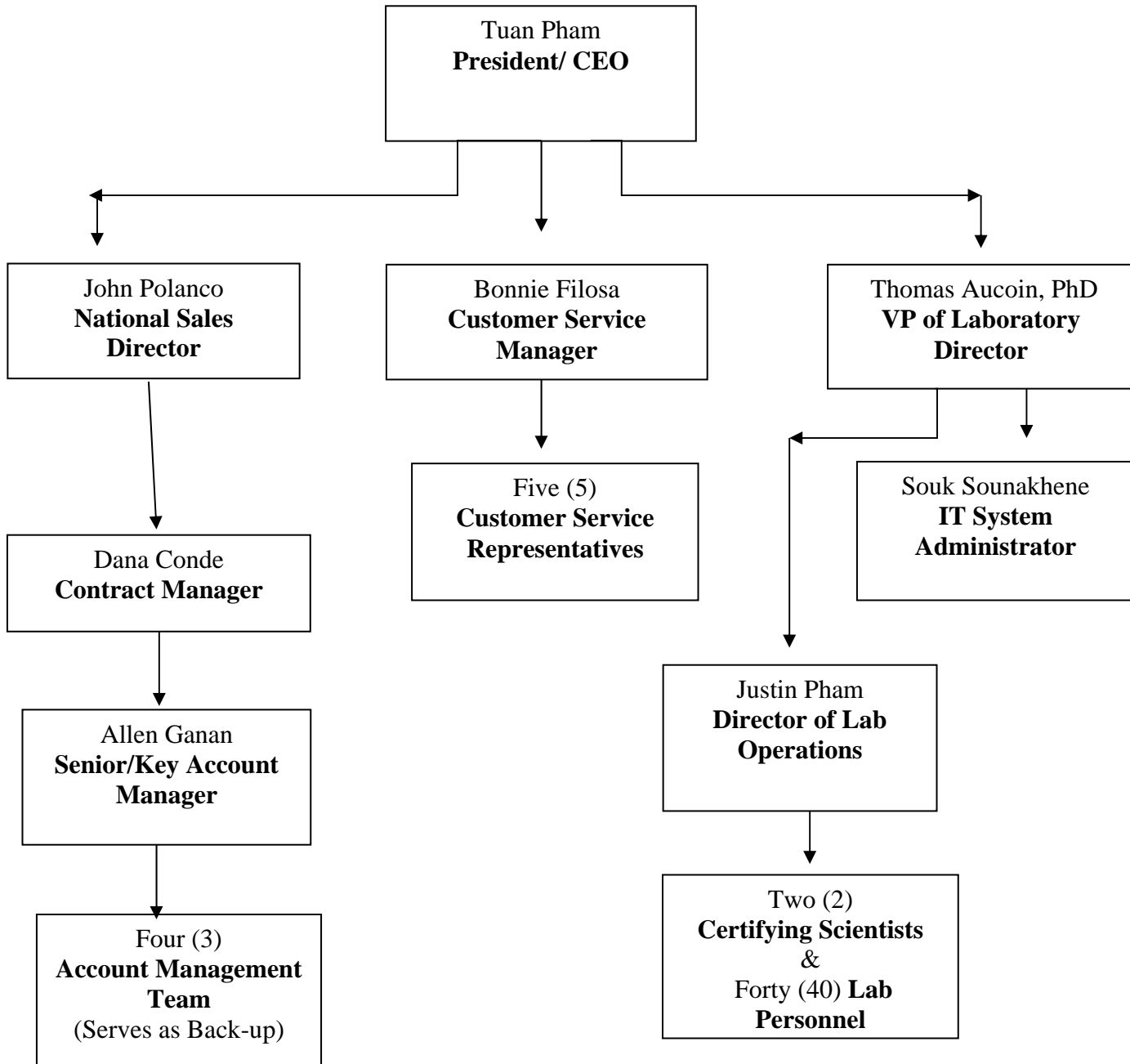
(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$10,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$10,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$10,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$10,000.00 per individual.

- D. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.



**13.3 Organizational Chart**



**13.4 Disclosure of Subcontractors**

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

- 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.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

The Contractor has identified the following subcontractors:  
 UPS for Commercial Courier, Specimen Transport



55 Glen Lake Parkway NE  
 Atlanta, GA 30328  
 (800) 742-5877

DRS for Medical Review Officer Services  
 515 Broadway,  
 Massapequa, NY 11758  
 (516) 799-2700

**13.5 Work Hours**

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

**13.6 Security**

The Contractor is subject to the following security procedures:

- 1) Law Enforcement Information Network (LEIN) background checks must be conducted on all Contractor staff that provide direct services evaluation services, handle offender records, have access to or analyze departmental data in OMNI, or otherwise supervise staff that perform these duties, unless otherwise noted. A LEIN form shall be completed at the Contractor's location and be forwarded to the MDOC Contract Manager for each applicable Contractor staff member. A LEIN inquiry shall be completed for each name listed and indicate whether the staff member is approved or denied to perform services for MDOC. Staff will be approved if there is no evidence of a recent criminal history. Staff will be denied who have active warrants, are under criminal justice supervision, have been discharged from a felony sentence or are required to register as a sex offender. Felony and former felony offenders shall not be approved. After each staff member has been approved or denied, the MDOC Contract Manager shall forward the decision to the Contractor. The Contractor is responsible for ensuring that all necessary authorizations/releases are obtained from their employees before releasing this information to MDOC and subsequent applicable Law Enforcement Agencies. In signing the LEIN form, the staff member agrees that any information obtained from the LEIN inquiry may be shared with any appropriate Law Enforcement Agency and with the Contractor.
- 2) Reserved
- 3) The Contractor and its subcontractors must comply with the security access requirements of individual State facilities.
- 4) The Contractor’s staff may be required to make deliveries to or enter State facilities.

**14. Project Management**

- A. The Contractor shall carry out this project under the direction and control of the Program Manager.
- B. The Contractor within 30 days of the Contract start date (unless otherwise noted), must submit a project plan to the Program Manager for final approval. This plan must include (unless otherwise noted), but not limited to the following:
  1. The Contractor's project organizational structure.
  2. The Contractor's staffing table with names and title of key personnel assigned to the project as well as other necessary staff. This shall be in agreement with staffing as provided in the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
  3. Project breakdown showing sub-projects, tasks, and resources required.
  4. A time-phased implementation plan in the form of a graphic display, showing each event, task, and decision point in the Contractor’s work plan.

**14.1 Meetings**

The Contractor must attend a kick off meeting with MDOC within two weeks of Contract start date, unless otherwise specified.

The State may request other meetings, as it deems appropriate.

**14.2 Reporting**

The Contractor must submit, to the Program Manager, the following written reports:

**A. Individual Test Reports**

- 1) Fax results to facility
- 2) Forward results electronically into State system.

**B. Required Reports****1) Monthly Progress/Activity Report**

- a) To be submitted by the fifteenth of the following month
- b) Submitted electronically to the Program Manager.
- c) Include the following:
  - i. Pending work to be accomplished during the subsequent month.
  - ii. Problems, real or anticipated, which should be brought to the attention of MDOC.
  - iii. Notification of any significant deviation from previously agreed-upon work plans.
  - iv. Billing information, by individual account, area, region and statewide total.
  - v. Summaries of specimens received and reported, by site, area and region.
  - vi. Number of specimens returned within required time parameters.
  - vii. Breakdown of positive test results by drug type and source of specimens, (prisoner, parolee or probationer).

**2) Annual Summary**

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

**C. Additional Reports**

The Contractor must provide upon request by DTMB, MDOC, or the Program Manager additional statistical reports regarding overall contract summary data (i.e. positives by type and facility, number of tests by facility, etc).

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

**15. Pricing**

Refer to Schedule B for pricing.

**15.1 Price Term**

Pricing is firm for the entire length of the Contract

**15.2 Tax Excluded from price**

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

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

**16. Ordering****16.1 Authorizing Document**

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

**17. Acceptance****17.1 Acceptance, Inspection and Testing**

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

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

**18. Invoice and Payment****18.1 Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

**18.2 Payment Methods**

The State will make payment for Contract Activities via Electronic Funds Transfer.



# STATE OF MICHIGAN

Contract No. 071B7700152

Off-site laboratory screening and confirmation urine and saliva drug testing services

## **SCHEDULE B PRICING MATRIX**

1. Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing). NOTE: Pricing does include collection cups. The State may elect to use its own.
2. The Contractor offer 1% discount off invoices paid within 30 days after receipt of invoice.



**Off-site reference laboratory urine and saliva screening and confirmation services for prisoners, parolees, and probationers (including the related collection materials) using urine and saliva drug testing for the Michigan Department of Corrections (MDOC).**

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

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

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

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

**Note: Refer to requirements for urine testing section of the Contract for specific panel breakouts.**

Service Bid	Description	Est. Annual Quantity	
<b>A.</b> Urine Panel A	Price per test shall include: <ul style="list-style-type: none"> <li>• Initial screening and confirmation testing for screened “positives”.</li> <li>• Adulteration testing</li> <li>• Shipping, supplies and materials, COC forms, etc.</li> </ul> Refer to Attachment H for additional screening substance and price information.	800	\$9.45 <hr/> Per Panel Test
<b>B.</b> Urine Panel B	Price per test shall include: <ul style="list-style-type: none"> <li>• Initial screening and confirmation testing for screened “positives”.</li> <li>• Adulteration testing</li> </ul> Shipping, supplies and materials, COC forms, etc. Refer to Attachment H for additional screening substance and price information.	700	\$9.25 <hr/> Per Panel Test
<b>C.</b> Urine Panel C	Price per test shall include: <ul style="list-style-type: none"> <li>• Initial screening and confirmation testing for screened “positives”.</li> <li>• Adulteration testing</li> </ul> Shipping, supplies and materials, COC forms, etc. Refer to Attachment H for additional screening substance and price information.	1,000	\$9.25 <hr/> Per Panel Test
<b>D.</b> Urine Special Requests for LSD, Oxycodone, PCP, MDMA-Ecstasy	Price per test shall include: <ul style="list-style-type: none"> <li>• Initial screening and confirmation testing for screened “positives”.</li> <li>• Adulteration testing</li> </ul> Shipping, supplies and materials, COC forms, etc. Pricing should reflect price per each substance tested for. Only one price applicable for each substance is solicited for.	20	\$9.25 <hr/> Per Test



<b>E.</b> Urine Confirmation Tests	Price per Confirmation test shall include <ul style="list-style-type: none"><li>➤ Adulteration testing.</li><li>➤ Shipping, supplies and materials, COC forms, etc. Pricing should reflect price per each substance tested for.</li></ul>	<u>2000</u>	See Attachment H for additional information and pricing
---------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------	---------------------------------------------------------

*Note: All quantities listed are estimates only. The State does not commit to procuring these or any other amounts. Additionally the State reserves the right to switch panel drugs; and to add drugs.*





**Saliva Testing**

**Pricing for Saliva Reference Lab Services**

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

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

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

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

<b>Drug or Substance Class</b>	<b>Confirms For</b>	<b>Est. Annual Quantity</b>	<b>Bid Pricing Confirmation</b>
Amphetamine	Amphetamine	10	\$11.00 Per Test
Methamphetamine	Amphetamine Methamphetamine MDMA-Ecstasy MDA	10	\$11.00 Per Test
Barbiturates	Amobarbital Butabarbital Butalbital Pentobarbital Phentobarbital Secobarbital	10	\$11.00 Per Test
Benzodiazepines	<i>Propose</i>	10	\$11.00 Per Test
Cannabinoids	THC	10	\$11.00 Per Test
Cocaine ➤ Benzoylcegonine	Benzoylcegonine	10	\$11.00 Per Test
	Cocaine	10	\$11.00 Per Test
Methadone ➤ Methadone	Methadone	10	\$11.00 Per Test
Opiates ➤ Morphine	Morphine Codeine 6-Acetylmorphine Oxycontin Hydrocodone Hydromorphone	10	\$11.00 Per Test
Phencyclidine (PCP)	Phencyclidine (PCP)	10	\$11.00 Per Test
Alcohol ➤ EtG	Ethyl glucuronide	10	\$11.00 Per Test
Saliva Confirmation Tests	Price per Confirmation test shall include all costs.		See Attachment H for additional information and pricing

*Note: All quantities listed are estimates only. The State does not commit to procuring these or any other amounts. Additionally the State reserves the right to switch panel drugs; and to add drugs.*



## Appendix A, OMNI System Requirements

### OMNI System Overview

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

Currently, MDOC staff, Contractor staff, and other government staff who have been approved to have OMNI access can access the OMNI data via a workstation. OMNI access allows the OMNI user to add, update, and/or inquire on offender data as necessary. All essential case management activities are completed in the OMNI application. In addition to documenting case supervision activity in OMNI, non-agent staff enters supporting offender data in OMNI as well.

### OMNI Drug Screening Modules/Processes Substance Abuse Monitoring System (SAMNS)

OMNI keeps track of offender drug test results. Samples are taken from offenders and are currently sent to a contracted reference lab vendor for analysis and reporting. The vendor delivers a drug test result file to the State of Michigan File Transfer Services (Previously named: Data Exchange Gateway) in ASCII (text) format. Each file contains several hundred test results. The File Transfer Services auto delivers the file to the OMNI "Sybase" Client Server for daily batch processing. The daily batch process will update the data base and generate several reports and an error log which are then made available state-wide on OMNI. Individualized printing is optional at our prison and parole locations. Approximately, 600,000 on-site drug test results and 4,000 drug test results are added to OMNI every year.

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



**OMNI Drug Classification**

LABORATORY DRUG	DRUG GROUP/CLASS	OMNI
Ethanol	Alcohol	ALCO
Amphetamines	Amphetamines	AMPH
Amorbarbital	Barbiturates	BARB
Butalbital	Barbiturates	BARB
Pentobarbital	Barbiturates	BARB
Phenobarbital	Barbiturates	BARB
Secobarbital	Barbiturates	BARB
Triazolam (Halcion)	Benzodiazepines	BENZ
Hydroxyethylfurazepam (Dalmane)	Benzodiazepines	BENZ
Oxazepam (Valium; Librium, Tranxene)	Benzodiazepines	BENZ
Temazepam	Benzodiazepines	BENZ
Alprazolam Metabolite (Xanax)	Benzodiazepines	BENZ
Cocaine ➤ Benzoyllecgonine	Benzoyllecgonine Cocaine	COCA
Methadone	Methadone	METH
Codeine	Opiates	OPT
Hydromorphone	Opiates	OPT
Morphine	Opiates	OPT
Hydrocodone	Opiates	OPT
Heroin 6MAM	Opiates	OPT
Darvon, Darvocet	Propoxyphene	PROP
THC Metabolite	Cannabinoids	THC
Oxycodone	Oxycodone	OXY
Ecstasy (MDMA)	Ecstasy	ECST
LSD (Lysergic Acid Diethylamide)	LSD	LSD
PCP (Phencyclidine)	PCP	PCP
Methamphetamine	Methamphetamine	METH
*All Other Drug Types	All Other Drug Classes	OTH
*Eiavil®, Sinequan®, Tofranil®, Pamelor®	Tricyclic Antidepressants	OTH

*Kionopin®, Catapres®	Conazepam	OTH
*Piacidyl®	Ethchlorwnol	OTH
*Doriden®	Glutethimide	OTH
*Vistaril®, Atarax®	Hydroxyzine	OTH
*Demorol®	Meperidine	OTH
*Equanil®, Equagesic®	Meprobamate	OTH
*Quaalude®	Methaqualone	OTH
*Talwin®	Pentazocine	OTH
*Preludin®	Phenmetrazine	OTH
*N/A	Prozac, Psilocybin (mushrooms), Quinine, Ritalin, Conidine, Naltrexone, Fentanyl	OTH



12 - TEST TYPE -1 Alpha

This field is to indicate the type of test performed.

<b>U</b> - URINE/REFERENCE LAB	<b>S</b> -SALIVA
<b>I</b> -INSTANT	<b>C</b> -CONFIRMATION

**Drug Test Reference Lab Results Download Process**

This process occurs daily, Monday – Sunday.

The Drug Test Reference Lab Results Import File is delivered to the State of Michigan Correction environment at 10:00am Eastern Standard Time via the File Transfer Services (old name –Data Exchange Gateway) every day (Monday thru Sunday). Import/Error processing on the OMNI “Sybase” Client Server occurs at approximately 9:15pm each business day.

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

**Sample Drug Lab Result in the Import File:**

/FORM

00001 samples in this transmission.

```

BEGIN DATA FILE
10080014351120002336CARROL                                160132
12COF 110820051115200511172005N
20080014351 BENZOYLECGONINE-COCABENZOYLECGON  INE-COCAIA
300 GCMS 150 ng/miNOOOOO
20080014351METHADONE                                METHADONE                                IA
300 GCMS 250 ng/miNOOOOO
20080014351EXTENDED OPIATES                                EXENDED OPIATES                                IA
300 GCMS 300 ng/miNOOOOO
20080014351MARIJUANA METABOLITEMARIJUANA METABOLITEIA    50
GCMS 15 ng/miNOOOOO
30080014351          Q168                                100250662
4008001435101DUE TO HURRICANE KATRINA, THIS SPECIMEN IS
4008001435102 BEING TESTED AT QUEST DIAGNOSTICS, SCHAU
4008001435103BURG, IL. YOUR PANEL MAY BE MODIFIED, PL
4008001435104EASE REVIEW CAREFULLY.
50080014351                                1212
70080014351U134Y END DATA FILE
    
```

/FORM

00001 samples in this transmission.

BEGIN DATA FILE

ETC.



**Lab File Format:**

Record Type (alpha 1)			
Barcode (alpha 10)			
<i>Record Type 1</i>	<i>Record Type 2</i>	<i>Record Type 3</i>	<i>Record Type 7</i>
Note: This record type contains basic general information regarding the lab specimen.	Note: This record type contains information about each type of drug for which the specimen was tested.	Note: This record type contains the code that indicates why the specimen could not be tested.	Note: This record type simply contains the code indicating what type of specimen was tested. At this point, only 1 type of specimen is begin used
Account Number (int 9)	Drug Class (alpha 20)	No Test Code (int 2)	Specimen Type (alpha 1)
Specimen ID1 (alpha 24) (aka Offender Name)	Analyte (alpha 20)	Cert Scientist (alpha 24)	Filler (alpha 74)
Specimen ID2 (alpha 11) (aka Offender Number)	Screen Method (alpha 5)	Added Info (alpha 24)	
Test Type (alpha 2)	Screen cutoff (int 4)	Filler (alpha 25)	
Location Code (alpha 4)	Confirm Method (alpha 5)		
Collection Date (int 8) (aka test date)	Confirm Cutoff (int 4)		
Received Date (int 8) (aka lab analysis date)	Cutoff Units (alpha 5)		
Reported Date (int 8)	Results (alpha 1)		
Overall Result (alpha 1) (aka analysis code)	Quantity (int 5)		
	Filler (alpha 7)		
Note: There are other record types which we do not use and need to skip if encountered. Also, Record Type 7 will not be used for now as all lab results are due to urine specimens.			

**OMNI Table Structure Denoted below:**

```
CREATE TABLE dbo.WORKTABLE_LAB_TEST_RECORDS
```

```
(  
    record_type      char(1)  NOT NULL,  
    barcode          varchar(10) NOT NULL,  
    acc_class_tcode  varchar(20) NULL,  
    id1_analy_cert   varchar(74) NULL,  
    id2_scrmethod_info varchar(24) NULL,  
    testt_scrcutoff_filler varchar(25) NULL,  
    loc_confmethod   varchar(5) NULL,  
    colldt_confcutoff varchar(8) NULL,  
    recvdt_cutunits  varchar(8) NULL,  
    reptdt_results   varchar(8) NULL,  
    ovresult_qty     varchar(4) NULL,  
    fillercol        varchar(7) NULL  
)
```

```
CREATE TABLE dbo.LAB_RECORD_ERROR_FILE
```

```
(  
    lab_error_id  int      NOT NULL,  
    bar_code      varchar(10) NULL,  
    account_number int      NULL,  
    offender_name varchar(24) NULL,  
    offender_number varchar(11) NULL,  
    test_type     varchar(2) NULL,  
    location_code varchar(4) NULL,  
    collection_date char(10) NULL,  
    received_date char(10) NULL,  
    reported_date char(10) NULL,  
    overall_result varchar(1) NULL,  
    error_message varchar(50) NULL,  
    last_update_user varchar(30) DEFAULT suser_name() NOT NULL,  
)
```



```
last_update_date smalldatetime DEFAULT getdate() NOT NULL,  
last_update_node varchar(15) NULL,  
CONSTRAINT con_pkn_lab_rcrd_err_file_01  
PRIMARY KEY NONCLUSTERED (lab_error_id)  
)
```

```
CREATE TABLE dbo.LAB_TEST_ERROR_RECORDS
```

```
(  
record_type      char(1) NOT NULL,  
barcode          varchar(10) NOT NULL,  
acc_class_tcode  varchar(20) NULL,  
id1_analy_cert   varchar(74) NULL,  
id2_scrmethod_info varchar(24) NULL,  
testt_scrcutoff_filler varchar(25) NULL,  
loc_confmethod   varchar(5) NULL,  
colldt_confcutoff varchar(8) NULL,  
recvdt_cutunits  varchar(8) NULL,  
reptdt_results   varchar(8) NULL,  
ovresult_qty     varchar(4) NULL,  
fillercol        varchar(7) NULL  
)
```



**Appendix B - Michigan Department of Corrections**

**Michigan Department of Corrections  
Correctional Facilities Map (As of September 2016)**



**● Correctional Facilities**

- 1. Ojibway Correctional Facility
- 2. Baraga Correctional Facility
- 3. Marquette Branch Prison
- 4. Alger Correctional Facility
- 5. Newberry Correctional Facility
- 6. Chippewa Correctional Facility
- 6. Kinross Correctional Facility
- 7. Pugsley Correctional Facility (closed effective 9/26/16)
- 8. Oaks Correctional Facility
- 9. Earnest C. Brooks Correctional Facility
- 9. Muskegon Correctional Facility
- 9. West Shoreline Correctional Facility
- 10. Carson City Correctional Facility
- 11. Central Michigan Correctional Facility
- 11. St. Louis Correctional Facility
- 12. Saginaw Correctional Facility
- 13. Richard A. Handlon Correctional Facility
- 13. Ionia Correctional Facility
- 13. Michigan Reformatory
- 13. Bellamy Creek Correctional Facility
- 14. Thumb Correctional Facility
- 15. Macomb Correctional Facility
- 16. G. Robert Cotton Correctional Facility
- 16. Charles E. Egeler Reception Guidance Center\*
- 16. Parnall Correctional Facility
- 16. Cooper Street Correctional Facility
- 17. Special Alternative Incarceration Facility
- 18. Women's Huron Valley Correctional Facility\*
- 19. Woodland Center Correctional Facility
- 20. Lakeland Correctional Facility
- 21. Gus Harrison Correctional Facility

**CFA Kinross Office**

**CFA Jackson Office**

\* Includes reception centers Source: Correctional Facilities Administration





**Appendix C – FOA Office Locations**

**01-ALCONA COUNTY**

01- Alcona County Parole/Probation  
0006 106 Fifth Street  
Harrisville, MI 48740

**02-ALGER COUNTY**

02- Alger County Parole/Probation  
0116 Courthouse, Lower Level  
101 Court Street  
Munising, MI 49862

02- **Alger Correctional Facility**  
0123 **N6141 Industrial Park Drive**  
**Munising, MI 49862**

**03-ALLEGAN COUNTY**

03- Allegan County Parole/Probation  
0231 1<sup>st</sup> Floor County Building  
113 Chestnut Street  
Allegan, MI 49010

**04-ALPENA COUNTY**

04- Alpena County Parole/Probation  
0357 703 West Chisholm Street  
Suite A  
Alpena, MI 49707

**05-ANTRIM COUNTY**

05- Antrim County Parole/Probation  
0465 110 Grove  
Bellaire, MI 49615

**06-ARENAC COUNTY**

06- Arenac County Parole/Probation  
0577 Courthouse  
120 North Grove Street  
Standish, MI 48658

**07-BARAGA COUNTY**

See also **HOUGHTON COUNTY**

07- **Baraga Correctional Facility**  
0711 **13924 Wadaga Road**  
**Baraga, MI 49908**

**08-BARRY COUNTY**

08- Barry County Parole/Probation  
0814 Courts and Law Building, Suite 102  
206 West Court Street  
Hastings, MI 49058

**09-BAY COUNTY**

09- Bay County Parole/Probation  
0937 1230 Washington Avenue  
Suite 619  
Bay City, MI 48708

**10-BENZIE COUNTY**

10- Benzie County Parole/Probation  
1036 Courthouse  
448 Court Place  
Beulah, MI 49617

**11-BERRIEN COUNTY**

11- Berrien County Probation (QNI)  
1171 1205 North Front Street  
Niles, MI 49120

11- Berrien County Probation (QBS)  
1177 811 Port Street  
St. Joseph, MI 49085

11- Berrien County Parole  
1187 497 Waukonda Avenue, Suite 2  
Benton Harbor, MI 49022

**12-BRANCH COUNTY**

12- Branch County Parole/Probation  
1266 Branch County Courthouse  
31 Division Street  
Coldwater, MI 49036

12- **Lakeland Correctional Facility**  
1271 **141 First Street**  
**Coldwater, MI 49036**

**13-CALHOUN COUNTY**

13- Calhoun County Probation  
0001 Calhoun County Justice Center  
161 East Michigan Avenue  
Battle Creek, MI 49014

13- Calhoun County Parole Satellite Office  
1382 101 North Albion Street  
Albion, MI 49224

13- Calhoun County Parole/CRP  
1386 190 East Michigan Avenue  
Battle Creek, MI 49014

13- Barry, Branch, and Calhoun  
1390 Counties Offender Reentry  
190 East Michigan Avenue  
Battle Creek, MI 49014

**14-CASS COUNTY**

14- Cass County Parole/Probation  
1508 Cass County Building  
201 N. M-62  
Cassopolis, MI 49031

**15-CHARLEVOIX COUNTY**

15- Charlevoix County Parole/Probation  
1620 301 State Street  
Charlevoix, MI 49720

**16-CHEBOYGAN COUNTY**

16- Cheboygan County Parole/Probation  
1726 County Building – Room 218  
870 South Main Street  
Cheboygan, MI 49721

**17-CHIPPEWA COUNTY**

17- Chippewa County Parole/Probation  
0002 325 Court Street, Suite 102  
Sault Ste. Marie, MI 49783

17- **Kinross Correctional Facility**  
1860 **4533 West Industrial Park Drive**  
**Kincheloe, MI 49788**

17- **Chippewa Correctional Facility**  
1862 **4269 West M-80**  
**Kincheloe, MI 49784**

17- **Kinross Business Office**  
1873 **5086 West M-80**  
**Kincheloe, MI 49788**

**18-CLARE COUNTY**

18- Clare County Parole/Probation  
1956 225 West Main Street  
Harrison, MI 48625

**19-CLINTON COUNTY**

19- Clinton County Parole/Probation  
2072 Courthouse – Suite 3200  
100 East State Street  
St. Johns, MI 48879-1571

**20-CRAWFORD COUNTY**

20- Crawford County Parole/Probation  
2186 Courthouse  
200 West Michigan Avenue  
Grayling, MI 49738

20- FOA Regions 1a, 1b, 1c, 2, 3, 4a Office  
2192 200 West Michigan Avenue  
Grayling, MI 49738

**21-DELTA COUNTY**

21- Delta County Parole/Probation  
2304 Courthouse, Suite 217  
310 Ludington Street  
EsCanaba, MI 49829



**22-DICKINSON COUNTY**

22- Dickinson County Parole/Probation  
2427 300 East D Street  
Iron Mountain, MI 49801

**23-EATON COUNTY**

23- Eaton County Parole/Probation  
2531 Courthouse  
1045 Independence Boulevard  
Charlotte, MI 48813

**24-EMMET COUNTY**

24- Emmet County Parole/Probation  
2650 Courthouse – Suite G26  
200 Division Street  
Petoskey, MI 49770

**25-GENESEE COUNTY**

25- FOA Region 6 Office  
2769 816 Beach Street  
Flint, MI 48502

25- Genesee County Parole/Probation  
2770 816 Beach Street  
Flint, MI 48502

**26-GLADWIN COUNTY**

26- Gladwin County Parole/Probation  
2883 555 West Cedar Avenue, Suite B  
Gladwin, MI 48624

**27-GOGEbic COUNTY**

27- Gogebic County Parole/Probation  
2991 Courthouse  
200 North Moore Street  
Bessemer, MI 49911

27- Ojibway Correctional Facility  
3000 N 5705 Ojibway Road  
Marenisco, MI 49947

**28-GRAND TRAVERSE COUNTY**

28- Pugsley Correctional Facility  
3107 7401 East Walton Road  
Kingsley, MI 49649

28- Grand Traverse Co Parole/Probation  
3121 Courthouse – Suite 118  
328 Washington Street  
Traverse City, MI 49684

**29-GRATIOT COUNTY**

29- Gratiot County Parole/Probation  
3226 114 South Main Street  
Suite B  
Ithaca, MI 48847

29- St. Louis Correctional Facility  
3230 8585 North Croswell Road  
St. Louis, MI 48880

29- Central Michigan Correctional Facility  
3231 320 North Hubbard Street  
St. Louis, MI 48880

**30-HILLSDALE COUNTY**

30- Hillsdale County Probation  
3337 29 North Howell Street  
2<sup>nd</sup> Floor, Suite 12  
Hillsdale, MI 49242

30- Hillsdale County Parole  
3342 49 North Howell Street  
Hillsdale, MI 49242

**31-HOUGHTON/BARAGA/  
KEWEENAW COUNTY**

31- Houghton/Baraga/Keweenaw  
3462 Parole/Probation  
401 East Houghton Avenue  
Houghton, MI 49931

**32-HURON COUNTY**

32- Huron County Parole/Probation  
3567 250 East Huron Avenue  
Room 310  
Bad Axe, MI 48413

**33-INGHAM COUNTY**

33- Grandview Plaza/Central Office  
3697 206 East Michigan Avenue  
Lansing, MI 48933

33- Ingham County Probation  
3752 303 West Kalamazoo Street  
Suite 90  
Lansing, MI 48933

33- Electronic Monitoring Unit  
3818 1305 South Washington Avenue  
Suite 103  
Lansing, MI 48910

33- Outstate Territory Administration  
3824 1305 South Washington Avenue  
Suite 104  
Lansing, MI 48910

33- Ingham County Parole  
3828 5341 South Pennsylvania Avenue  
Suite A  
Lansing, MI 48913

**34-IONIA COUNTY**

34- Richard A. Handlon Correctional Facility  
3899 1728 West Bluewater Highway  
Ionia, MI 48846

34- Michigan Reformatory  
3900 1342 West Main Street  
Ionia, MI 48846

34- Ionia Correctional Facility  
3907 1576 West Bluewater Highway  
Ionia, MI 48846

34- Ionia County Parole  
3911 777 West Riverside Drive  
Ionia, MI 48846

34- OMNI Lab  
3915 777 West Riverside Drive  
Ionia, MI 48846

34- Bellamy Creek Correctional Facility  
3916 1727 West Bluewater Highway  
Ionia, MI 48846

34- Ionia County Parole/Probation  
3921 101 West Main Street  
Ionia, MI 48846

**35-IOSCO COUNTY**

35- Iosco County Parole/Probation  
4012 Annex Building  
420 West Lake Street  
Tawas City, MI 48764

**36-IRON COUNTY**

36- Iron County Parole/Probation  
4144 Courthouse – Suite 24  
2 South 6<sup>th</sup> Street  
Crystal Falls, MI 49920

**37-ISABELLA COUNTY**

37- Isabella County Parole/Probation  
4246 Courthouse  
300 North Main Street  
Mt. Pleasant, MI 48858

37- FOA Regions 5 & 7 Office  
4251 Courthouse  
300 North Main Street  
Mt. Pleasant, MI 48858

**38-JACKSON COUNTY**

38- Duane Waters Hospital  
0000 3855 Cooper Street  
Jackson, MI 49201

38- Cooper Street Correctional Facility  
4363 3100 Cooper Street  
Jackson, MI 49201

38- Charles E. Egeler Reception and  
4364 Guidance Center  
3855 Cooper Street  
Jackson, MI 49201



- 38- Jackson Business Office
- 4396 3955 Cooper Street  
Jackson, MI 49201
  
- 38- Jackson County Parole/CRP
- 4402 1699 Lansing Avenue  
Jackson, MI 49202
  
- 38- FOA Region 9 Office
- 4403 1699 Lansing Avenue  
Jackson, MI 49202
  
- 38- Jackson County Probation
- 4375 County Building – Room 515-516  
312 South Jackson Street  
Jackson, MI 49201
  
- 38- G. Robert Cotton Correctional Facility
- 4387 3500 North Elm Road  
Jackson, MI 49201
  
- 38- Parnall Correctional Facility
- 4388 1780 East Parnall Road  
Jackson, MI 49201
  
- 38- CFA Central Records-
- 4389 Time Comp Unit  
4002 Cooper Street  
Jackson, MI 49201
  
- 39-KALAMAZOO COUNTY**
- 39- Kalamazoo Parole/Probation
- 4489 1421 Healy Street  
Kalamazoo, MI 49048
  
- 39- FOA Region 8 Office
- 4519 1421 Healy Street  
Kalamazoo, MI 49048
  
- 40-KALKASKA COUNTY**
- 40- Kalkaska County Parole/Probation
- 4590 Courthouse  
605 North Birch  
Kalkaska, MI 49646
  
- 41-KENT COUNTY**
- 41- FOA Region 4b Office
- 0000 82 Ionia Street NW  
Suite 100  
Grand Rapids, MI 49503
  
- 41- Kent County Probation
- 4736 82 Ionia Street NW  
Suite 100  
Grand Rapids, MI 49503
  
- 41- Kent County Parole
- 4821 State Office Building  
One Division Avenue NW  
Grand Rapids, MI 49503
  
- 42-KEWEENAW COUNTY**
- See HOUGHTON COUNTY

- 43-LAKE COUNTY**
- 43- Lake County Parole/Probation
- 4938 5565 South M-37  
Baldwin, MI 49304
  
- 43- Lake County Residential Reentry
- 4939 5565 South M-37  
Baldwin, MI 49304
  
- 44-LAPEER COUNTY**
- 44- Lapeer County Parole/Probation
- 5048 255 Clay Street  
Lapeer, MI 48446
  
- 44- Thumb Correctional Facility
- 5049 3225 John Conley Drive  
Lapeer, MI 48446
  
- 45-LEELANAU COUNTY**
- 45- Leelanau County Parole/Probation
- 5168 8525 East Government Center Drive  
Suttons Bay, MI 49682
  
- 46-LENAWEE COUNTY**
- 46- Lenawee County Parole/Probation/CRP
- 5281 425 North Main Street  
3<sup>rd</sup> Floor  
Adrian, MI 49221
  
- 46- Gus Harrison Correctional Facility
- 5289 2727 East Beecher Street  
Adrian, MI 49221
  
- 47-LIVINGSTON COUNTY**
- 47- Livingston County Probation
- 5403 Law Center Building  
210 South Highlander Way  
Howell, MI 48843
  
- 47- Woodland Center Correctional Facility
- 5407 9036 East M36  
Whitmore Lake, MI 48189
  
- 47- Livingston County Parole
- 5419 2530 East Grand River Avenue  
Howell, MI 48843
  
- 48- LUCE COUNTY**
- 48- Luce County Parole/Probation
- 5507 Courthouse  
407 West Harrie  
Newberry, MI 49868
  
- 48- Newberry Correctional Facility
- 5514 13747 East County Road 428  
Newberry, MI 49868

- 49-MACKINAC COUNTY**
- 49- Mackinac County Parole/Probation
- 5635 Courthouse – 3<sup>rd</sup> Floor  
100 South Marley Street  
St. Ignace, MI 49781
  
- 50-MACOMB COUNTY**
- 50- FOA Region 10 Northeast Office
- 0000 32 Market Street  
Mt. Clemens, MI 48043
  
- 50- Macomb County Parole
- 5748 15950 E. 12 Mile Road  
Roseville, MI 48066
  
- 50- Macomb Correctional Facility
- 5791 34625 26 Mile Road  
Lenox, MI 48048
  
- 50- Macomb County Probation
- 5813 32 Market Street  
Mt. Clemens, MI 48043
  
- 51-MANISTEE COUNTY**
- 51- Manistee County Parole/Probation
- 5851 Courthouse  
415 3<sup>rd</sup> Street  
Manistee, MI 49660
  
- 51- Oaks Correctional Facility
- 5860 1500 Caberfae Highway  
Manistee, MI 49660
  
- 52-MARQUETTE COUNTY**
- 52- Marquette County Parole/Probation
- 5974 Courthouse Annex – Room 36  
234 West Baraga Street  
Marquette, MI 49855
  
- 52- Marquette Branch Prison
- 5975 1960 US Highway 41 South  
Marquette, MI 49855
  
- 53-MASON COUNTY**
- 53- Mason County Parole/Probation
- 6092 408 Resseguie Street  
Suite 101  
Ludington, MI 49431
  
- 54-MECOSTA COUNTY**
- 54- Mecosta County Parole/Probation
- 6197 Courthouse – Room 212  
400 Elm Street  
Big Rapids, MI 49307-0239
  
- 55-MENOMINEE COUNTY**
- 55- Menominee County Parole/Probation
- 6322 Menominee County Sheriff’s Dept.  
831 10<sup>th</sup> Avenue  
Menominee, MI 49858



**56-MIDLAND COUNTY**

56- Midland County Parole/Probation  
6437 Midland County Services Building  
220 West Ellsworth Street  
Fourth Floor  
Midland, MI 48640

**57-MISSAUKEE COUNTY**

57- Missaukee County Parole/Probation  
6545 111 South Canal Street  
Lake City, MI 49651

**58-MONROE COUNTY**

58- Monroe County Parole/Probation  
6661 29 Washington Street  
Monroe, MI 48161

**59-MONTCALM COUNTY**

59- Carson City Correctional Facility  
6771 10274 Boyer Road  
Carson City, MI 48811

59- Montcalm County Parole/Probation  
6784 627 North State Street  
Stanton, MI 48888

**60-MONTMORENCY COUNTY**

60- Montmorency Co Parole/Probation  
6898 Courthouse  
12265 M-32 West  
Atlanta, MI 49709

**61-MUSKEGON COUNTY**

61- Muskegon County Probation  
7002 131 East Apple Avenue  
Muskegon, MI 49442

61- Muskegon County Parole/CRP  
7006 985 East Barney Street  
Muskegon, MI 49444

61- West Shoreline Correctional Facility  
7014 2500 South Sheridan Drive  
Muskegon Heights, MI 49444

61- Muskegon Correctional Facility  
7016 2400 South Sheridan Drive  
Muskegon, MI 49442

61- Earnest C. Brooks Correctional  
7025 Facility  
2500 South Sheridan Drive  
Muskegon Heights, MI 49444

**62-NEWAYGO COUNTY**

62- Newaygo County Parole/Probation  
7120 1018 East Newell Street  
White Cloud, MI 49349-0707

**63-OAKLAND COUNTY**

63- FOA Region 10 Northwest Office  
0000 North Office Building  
1200 North Telegraph Road  
Building 26 East  
Pontiac, MI 48341

63- Oakland County Offender Reentry  
7268 2001 Centerpoint Parkway  
Suite 101  
Pontiac, MI 48341

63- Pontiac Probation  
7271 North Office Building  
1200 North Telegraph Road  
Pontiac, MI 48341

63- Troy Probation  
7311 1151 Crooks Road  
Troy, MI 48084

63- Metropolitan Territory  
7316 1151 Crooks Road  
Building A  
Troy, MI 48084

63- Training Lab  
7320 1151 Crooks Road  
Building A  
Troy, MI 48084

63- Pontiac Parole  
7358 2001 Centerpoint Parkway  
Suite 101  
Pontiac, MI 48341

**64-OCEANA COUNTY**

64- Oceana County Parole/Probation  
7356 314 South State Street  
Hart, MI 49420

**65-OGEMAW COUNTY**

65- Ogemaw County Parole/Probation  
7462 Courthouse – Room 108  
806 West Houghton Avenue  
West Branch, MI 48661

**66-ONTONAGON COUNTY**

66- Ontonagon Co. Parole/Probation  
7586 725 Greenland Road  
Ontonagon, MI 49953

**67-OSCEOLA COUNTY**

67- Osceola County Parole/Probation  
7695 410 West Upton Avenue  
Reed City, MI 49677

**68-OSCODA COUNTY**

68- Oscoda County Parole/Probation  
7810 311 Morenci Street  
Mio, MI 48647

**69-OTSEGO COUNTY**

69- Otsego County Parole/Probation  
7934 800 Livingston Boulevard  
Suite 4B  
Gaylord, MI 49735

**70-OTTAWA COUNTY**

70- Hudsonville Probation  
0001 3100 Port Sheldon Road  
Hudsonville, MI 49426

70- Grand Haven Parole/Probation  
8043 County Building – Room G001  
414 Washington Street  
Grand Haven, MI 49417

70- Holland Parole/Probation  
8044 12185 James Street  
Suite 150  
Holland, MI 49424

**71-PREQUE ISLE COUNTY**

71- Presque Isle County Parole/Probation  
8159 Courthouse – Lower Level  
151 East Huron Avenue  
Rogers City, MI 49779

**72-ROSCOMMON COUNTY**

72- Roscommon County Parole/Probation  
8272 500 Lake Street  
Roscommon, MI 48653

**73-SAGINAW COUNTY**

73- Saginaw County Parole  
8394 1835 Treanor Street  
Saginaw, MI 48601

73- Saginaw Correctional Facility  
8411 9625 Pierce Road  
Freeland, MI 48623

73- Saginaw County Probation  
8417 1931 Bagley Street  
Saginaw, MI 48601

**74-SANILAC COUNTY**

74- Sanilac County Parole/Probation  
8500 60 West Sanilac Road  
Room 112  
Sandusky, MI 48471

**75-SCHOOLCRAFT COUNTY**

75- Schoolcraft County Parole/Probation  
8620 Courthouse – Room 208  
300 Walnut Street  
Manistique, MI 49854



**76-SHIAWASSEE COUNTY**

76- Shiawassee County Parole/Probation  
8739 1042 North Shiawassee Street  
Corunna, MI 48817

**77-ST. CLAIR COUNTY**

77- St. Clair County Probation  
8845 201 McMorran Boulevard  
Room 1300  
Port Huron, MI 48060

77- St. Clair County Parole  
8862 4355 24<sup>th</sup> Avenue, Suite 6  
Room 1300  
Fort Gratiot, MI 48059

**78-ST. JOSEPH COUNTY**

78- St. Joseph County Probation  
8972 Courthouse Annex 1  
115 Dean Street  
Centreville, MI 49032

78- St. Joseph County Parole  
8973 265 North US Highway 131  
Suite D  
Three Rivers, MI 49093

**79-TUSCOLA COUNTY**

79- Tuscola County Parole/Probation  
9086 449 Green Street  
Caro, MI 48723

**80-VAN BUREN COUNTY**

80- Van Buren County Parole/Probation  
9193 Courthouse – Suite 20  
212 East Paw Paw Street  
Paw Paw, MI 49079

**81-WASHTENAW COUNTY**

81- Washtenaw County Probation  
9305 101 East Huron Street  
Room B-25  
Ann Arbor, MI 48107

81- Washtenaw County Parole  
9306 3201 Bemis Road  
Ypsilanti, MI 48197

81- Special Alt. Incarceration (SAI) Facility  
9318 18901 Waterloo Road  
Chelsea, MI 48118

81- Women’s Huron Valley  
9323 Correctional Facility  
3201 Bemis Road  
Ypsilanti, MI 48197

**82-WAYNE COUNTY**

82- FOA Region 10 West Office  
1000 Lawton Place  
5300 Lawton  
Detroit, MI 48208

82- Special Services Unit  
1001 Tremonti Building – 1<sup>st</sup> Floor  
426 Clinton St  
Detroit, MI 48226

82- Special Alternative Incarceration  
1003 (SAI) Aftercare Unit  
Lawton Place  
5300 Lawton  
Detroit, MI 48208

82- OMNI Lab  
1004 Lawton Place  
5300 Lawton  
Detroit, MI 48208

82- Wayne County Parole  
1005 Lawton Place  
5300 Lawton  
Detroit, MI 48208

82- Specialized Supervision Unit  
1007 Lawton Place  
5300 Lawton  
Detroit, MI 48208

82- Court Services Unit  
1008 Tremonti Building – 3<sup>rd</sup> Floor  
426 Clinton Street  
Detroit, MI 48226

82- FOA Region 10 Central Office  
1010 Tremonti Building – 3<sup>rd</sup> Floor  
426 Clinton Street  
Detroit, MI 48226

82- Absconder Recovery Unit  
9658 920 East Fort Street  
Lincoln Park, MI 48146

82- Eastern District Probation  
9427 1600 Algonquin Street  
Detroit, MI 48215

82- Greenfield District Probation  
9460 16820 James Couzens Freeway  
Detroit, MI 48235

82- Lahser District Probation  
9464 17500 Lahser Road  
Detroit, MI 48219

82- Chrysler District Probation  
9479 Tremonti Building – 2<sup>nd</sup> Floor  
426 Clinton Street  
Detroit, MI 48226

82- Southwest District Probation  
9511 1757 Southfield Road  
Lincoln Park, 48146

82- Detroit Detention Center  
9565 17601 Mound Road  
Detroit, MI 48212

82- Detroit Reentry Center  
9566 17600 Ryan Road  
Detroit, MI 48212

82- Lincoln Park Parole  
9658 920 Fort Street  
Lincoln Park, MI 48146

**83-WEXFORD COUNTY**

83- Wexford County Parole/Probation  
9631 Courthouse  
437 East Division Street  
Cadillac, MI 49601



**ATTACHMENT H – ADDITIONAL SUBSTANCES INFORMATION AND PRICING**

**Additional Substances Panel A at same pricing  
{Choose six drugs to create Panel A, Specimen Validity Testing Included}**

Substance	Price \$9.45
Creatinine/Specific Gravity {SVT}	Included
pH (SVT)	Included
Oxidants (SVT)	Included
Alcohol (ethanol)	Included
THC Metabolite	Included
Cocaine Metabolite	Included
Opiates Methadone	Included
Methamphetamine/Amphetamine	Included
Barbiturates	Included
Benzodiazepines	May substitute with any drug in Panel A at same price
Ecstasy	May substitute with any drug in Panel A at same price
Methaqualone	May substitute with any drug in Panel A at same price
Phencyclidine Pro	May substitute with any drug in Panel A at same price
oxyphene	May substitute with any drug in Panel A at same price
Cotinine (Screen Only)	May substitute with any drug in Panel A at same price
	May substitute with any drug in Panel A at same price

**Additional Substances that can be added to any Panel A at Pricing indicated  
(Items included as in Panel A)**

Substance	Price\$
6-AM (Heroin)	\$1.00
LSD	\$2.00
Buprenorphine (Suboxone)	\$2.00
Ethyl Glucuronide/ Ethyl Sulfate	\$2.00
Ketamine	\$2.00
Methadone Metabolite	\$1.00
Meperidine	\$1.00
Oxycodone	\$1.50
Synthetic THC	\$2.00
Tramadol	\$2.00
Carisoprodol	\$2.00
Fentanyl	\$2.00
Tapentadol	\$2.00
Zolpiden	\$2.00
Gabapentin	\$5.00
Barbiturates	\$1.00
Benzodiazepines	\$1.00
Ecstasy	\$1.00

Methaqualone	\$1.00
Phencyclidine	\$1.00
Propoxyphene	\$1.00
Cotinine (Screen Only)	\$1.00

**Additional Substances Panel B at same pricing  
(Choose four drugs to create Panel B, Specimen Validity Testing Included)**

Substance	Price \$9.25
Creatinine/Specific Gravity (SVT)	Included
pH (SVT)	Included
Oxidants (SVT)	Included
THC Metabolite	Included
Cocaine Metabolite	Included
Opiates	Included
Methadone	Included
Barbiturates	May substitute with any drug in Panel B at same price
Benzodiazepines	May substitute with any drug in Panel B at same price
Ecstasy	May substitute with any drug in Panel B at same price
Methaqualone	May substitute with any drug in Panel B at same price
Phencyclidine	May substitute with any drug in Panel B at same price
Propoxyphene	May substitute with any drug in Panel B at same price
Cotinine (Screen Only)	May substitute with any drug in Panel B at same price
Alcohol (ethanol)	May substitute with any drug in Panel B at same price
Methamphetamine/ Amphetamine	May substitute with any drug in Panel B at same price

**Additional Substances that can be added to any Panel B Pricing indicated  
(Items included as in Panel B)**

Substance	Price\$
6-AM (Heroin)	\$1.00
LSD	\$2.00
Buprenorphine (Suboxone)	\$2.00
Ethyl Glucuronide/Ethyl Sulfate	\$2.00
Ketamine	\$2.00
Methadone Metabolite	\$1.00
Meperidine	\$1.00
Oxycodone	\$1.50
Synthetic THC	\$2.00
Tramadol	\$2.00
Carisoprodol	\$2.00
Fentanyl	\$2.00
Tapentadol	\$2.00

Zolpiden	\$2.00
Gabapentin	\$5.00
Barbiturates	\$1.00
Benzodiazepines	\$1.00
Ecstasy	\$1.00
Methaqualone	\$1.00
Phencyclidine	\$1.00
Propoxyphene	\$1.00
Cotinine (Screen Only)	\$1.00
Alcohol (ethanol)	\$1.00
Methamphetamine/Amphetamine	\$1.00

**Additional Substances Panel Cat same pricing  
(Choose four drugs, Specimen Validity Testing Included)**

Substance	Price \$9.25
Creatinine/Specific Gravity (SVT)	Included
pH (SVT)	Included
Oxidants (SVT)	Included
Methamphetamine/Amphetamine	Included
Barbiturates	Included
Benzodiazepines	Included
Propoxyphene	Included
THC Metabolite	May substitute with any drug in Panel Cat same price
Cocaine Metabolite	May substitute with any drug in Panel Cat same price
Ecstasy	May substitute with any drug in Panel Cat same price
Methaqualone	May substitute with any drug in Panel Cat same price
Phencyclidine	May substitute with any drug in Panel Cat same price
Opiates	May substitute with any drug in Panel Cat same price
Cotinine (Screen Only)	May substitute with any drug in Panel Cat same price
Alcohol (ethanol)	May substitute with any drug in Panel Cat same price
Methadone	May substitute with any drug in Panel Cat same price

**Additional Substances that can be added to any Panel Cat Pricing indicated  
{Items included as in Panel C}**

Substance	Price\$
6-AM (Heroin)	\$1.00
LSD	\$2.00
Buprenorphine (Suboxone)	\$2.00
Ethyl Glucuronide/Ethyl Sulfate	\$2.00
Ketamine	\$2.00
Methadone Metabolite	\$1.00





Meperidine	\$1.00
Oxycodone	\$1.50
Synthetic THC	\$2.00
Tramadol	\$2.00
Carisoprodol	\$2.00
Fentanyl	\$2.00
Tapentadol	\$2.00
Zolpiden	\$2.00
Gabapentin	\$5.00
THC Metabolite	\$1.00
Cocaine Metabolite	\$1.00
Ecstasy	\$1.00
Methaqualone	\$1.00
Phencyclidine	\$1.00
Opiates	\$1.00
Cotinine (Screen Only)	\$1.00
Alcohol (ethanol)	\$1.00
Methadone	\$1.00

**Urine Confirmation Testing Substances**

{For confirmations not included in Panel A, B and C, Creatinine/SPGR, pH and Oxidants included}

SCREEN ASSAY	CUTOFF (ng/ml)	CONFIRMATION ASSAY	LIMIT OF DETECTION (ng/ml)	Price\$
Amphetamine	Variable	Amphetamine, Methamphetamine	<b>40</b>	\$9.00
6-Acetylmorphine	10	<b>6-AM</b>	4	\$9.00
Barbiturate	Variable	Amobarbital, Butalbital, Pentobarbital, Phenobarbital, Secobarbital	<b>40</b>	\$9.00
Benzodiazepines	Variable	Oxazepam, Nordiadepam, Alpha-Hydroxyalprazolam, Triazolam, Hydroxyethylflurazepam, Temazepam	<b>40</b>	\$9.00
Cocaine Metabolite	<b>150</b>	Benzoylcegonine	40	\$9.00
Cannabinoid	Variable	<b>THCA</b>	6	\$9.00
Ecstasy	<b>250</b>	<b>MDA, MDEA, MDMA</b>	<b>40</b>	<b>\$9.00</b>
Ethyl Alcohol	Variable	Ethanol	Variable	\$9.00



LSD	1	LSD	1	\$9.00
Methadone	100	Methadone	40	\$9.00
Methaqualone	300	Methaqualone	40	\$9.00
Opiate	Variable	Codeine, Morphine, Hydromorphone , Hydrocodone, Oxymorphone, Oxycodone		\$9.00
Phencyclidine	25	PCP	10	\$9.00
Propoxyphene	300	Norpropoxyphene	100	\$9.00
Burprenorphine	5	Buprenorphine	1	\$9.00
Ethyl Glucuronide	Variable	ETG, ETS	100	\$11.00
Ketamine	Variable	Ketamine	50	\$11.00
Methadone Metabolite	Variable	EDDP	40	\$11.00
Meperidine	100	Meperidine	100	\$9.00
Oxycodone	100	Oxycodone	40	\$9.00
Syn Cannabinoid	Variable	Multiple	Detected/Not Detected	\$15.00
Tramadol	100	Tramadol	40	\$9.00
Carisoprodol	100	Meprobamate	40	\$9.00
Fentanyl	Variable	Fentanyl	10	\$9.00
Tapentadol	Variable	Tapentadol	50	\$9.00
Zolpiden	Variable	Zolpiden	50	\$11.00
Cotinine	Variable	NA	NA	NA
Gabapentin	Variable	NA	Detected / Not Detected	\$15.00

**Saliva Confirmation Testing Substances**

(For confirmations not included in Saliva Confirmation Price Sheet)

Substance	Screen Cutoff {na/ml}	Conformation Cutoff (ng/ml)	Price\$
Alcohol	20mg/ dL	20mg/ dl	\$11.00
Benzodiazepines	50	50	\$11.00
Buprenorphine	5	5	\$11.00
Methadone	30	30	\$11.00
Oxycodone	50	25	\$11.00
Tramadol	50	50	\$11.00