



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

June 8, 2007

Mike Cronin
Clinical Marketing Manager
bioMerieux, Inc.
100 Rodolphe Street
Durham, NC 27712

BY FACSIMILE AND CERTIFIED MAIL

Dear Mr. Cronin:

Per your recent discussion with Lynette Borgfeld, this letter is to notify you that the Texas Department of State Health Services (DSHS) will be terminating the Memorandum of Agreement for delivery of neonatal dried blood spots (DBS) in exchange for Vironostika HIV-1 serum/DBS testing kits (Product #259606). Per our agreement with you in your recent conversation, the effective date of this termination will be the full satisfaction by both parties of the following activities:

- DSHS shipment of 600 DBS the first week of May 2007. The DBS were shipped on May 2, 2007; and
- DSHS receipt of eight (8) Vironostika HIV-1 serum/DBS testing kits (Product #259606). These kits were received by DSHS on June 7, 2007.

The Memorandum of Agreement states that either party may terminate this agreement with 90 days written notice. However, due to the discontinued production of the Vironostika HIV-1 serum/DBS testing kit by bioMerieux, Inc., and per our mutual agreement during the telephone conversation between Ms. Borgfeld and Mr. Cronin, this contract will terminate as stated above.

If you have any questions, or if you believe this does not reflect our mutual agreement, please contact Lynette Borgfeld within ten (10) days of your receipt of this letter. She may be reached at (512) 458-7333.

Sincerely,

Bob Burnette
Director - DSHS Client Services Contracting Unit

cc: DSHS Client Services Contracting Unit
DSHS, Susan Tanksley and Lynette Borgfeld



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CHARLES BELL, M.D.
ACTING COMMISSIONER

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MEMORANDUM OF AGREEMENT BETWEEN TEXAS DEPARTMENT OF STATE HEALTH SERVICES AND BIOMERIEUX, INC.


This Memorandum of Agreement (MOA) is entered into by the Texas Department of State Health Services ("DSHS") Laboratory Services Section and bioMerieux, Inc. to memorialize the terms of an agreement by which DSHS will provide de-identified dried blood spot (DBS) samples for use in quality assurance testing of the Vironostika HIV-1 and Oral Fluid Vironostika HIV-1 test kits, as detailed below, to bioMerieux, Inc. at no charge in exchange for Vironostika HIV-1 serum/DBS testing kits (Product #259606 - 576 test kit size) in a revenue neutral exchange. DSHS enters into this agreement because the quality assessment of these HIV testing kits can benefit the HIV testing process at DSHS and in turn benefit the citizens of Texas.

The following requirements will guide this exchange:

1. DSHS will provide 3,600 de-identified, such that patient identity cannot be determined, dried blood spots annually to bioMerieux, Inc., 100 Rodolphe St. Durham, North Carolina, 27712.
 - a. The spots will only be identified as neonatal dried blood spots.
 - b. Each specimen will be a single blood spot (~1/2 inch diameter).
 - c. Specimens are not tested for HIV.
 - d. The delivery schedule will be as follows:
 - i. 600 DBS the 1st week of January 2007
 - ii. 600 DBS the 1st week of March 2007
 - iii. 600 DBS the 1st week of May 2007
 - iv. 600 DBS the 1st week of July 2007
 - v. 600 DBS the 1st week of September 2007
 - vi. 600 DBS the 1st week of November 2007
2. bioMerieux, Inc. will provide ^{16 RB} ~~10~~ Vironostika HIV-1 serum/DBS testing kits (Product #259606). The delivery will be within ten business days of date of request by DSHS and to the address given in the delivery request.
3. Any requests for dried blood spots with specific outcomes identified or requiring demographic information are outside the scope of this agreement.
4. DSHS shall transport the dried blood spots at ambient temperature. All shipping costs will be incurred by bioMerieux, Inc. including any special handling of the specimens.
5. Either party may terminate this agreement with 90 days written notice.
6. Agreement effective dates are from December 1, 2006 through December 31, 2007.

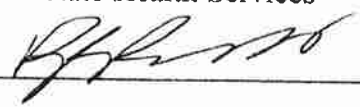
An Equal Employment Opportunity Employer and Provider

This MOA shall become effective upon execution of both signatures below. This MOA shall remain in effect until all the above-terms have been satisfied.

bioMerieux, Inc. LEGAL

Signature
Joe Shimkonis
Vice President

Authorized Representative of bioMerieux, Inc.

Date: 09 NOV 2006

Department of State Health Services

Signature
Bob Burnette
Director - DSHS Client Services
Contracting Unit
Authorized Representative of DSHS

Date 11.13 06