



# 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 1<sup>st</sup> week of January 2007
    - ii. 600 DBS the 1<sup>st</sup> week of March 2007
    - iii. 600 DBS the 1<sup>st</sup> week of May 2007
    - iv. 600 DBS the 1<sup>st</sup> week of July 2007
    - v. 600 DBS the 1<sup>st</sup> week of September 2007
    - vi. 600 DBS the 1<sup>st</sup> week of November 2007
2. bioMerieux, Inc. will provide <sup>16</sup> ~~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.

*Updated  
10-21-06 Kits  
11/28/06  
2S  
by Bob Burnett*

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

   
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Signature  
Joe Shimkonis  
Vice President

Authorized Representative of bioMerieux, Inc.

Date: 09 NOV 2006

Department of State Health Services

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

Date 11.13 06