

**DETROIT
PUBLIC
SCHOOLS COMMUNITY
DISTRICT**

Procurement Department
Fisher Building 11th Floor
3011 West Grand Blvd.
Detroit, MI 48202

**SECTION A
Contract Cover
Page &
Signatures**

- | |
|--|
| 1. Contract No.: 21-0067 FY23 Modification No.: 002 |
| 2. ITB/RFP No.: 21-0067 |
| 3. Contract Title: PCR (COVID-19) |
| 4. Contract Amount: \$9,800,000 |
| 5. Contract Term: July 1, 2022 – June 30, 2023 |

6. Supplier Name: LynxDX

Address: 333 Jackson Plaza, Suite 600

City/State/Zip: Ann Arbor, MI 48103

Contact: Steven Riggs **Telephone:** 734-212-6561 **Email/Fax:** steve@lynxdx.com

7. Contract Modifications:

History

- The original contract amount was \$ 71,261,100.00 for the first contract period from July 1, 2021 – June 30, 2022.

Modification 001:

- Amend Section I.05 Holidays as outlined in Amendment 1.
- Pricing shall be amended as outlined in Amendment 1.
- All other terms and conditions remain the same.

Modification 002:

- Exercise renewal through June 30, 2023, increasing by an amount not to exceed \$9,800,000 for the renewal term.
- Pricing shall be amended as outlined in Amendment 1.
- All other terms and conditions remain the same.

8. Signature of Authorized Supplier

Representative:

DocuSigned by:

Steve Riggs

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Signature

6/9/2022

Date Signed

Print Name: Steven Riggs

Title: President

9. Signature of DPSCD:

[Signature]
Signature

6/15/2022
Date Signed

Print Name: Nikolai P. Vitti, Ed.D.

Title: Superintendent

AMENDMENT NO. 1

This Amendment (the "Amendment") made as of the 12th day of April, 2022 ("Effective Date") is to the Agreement by and between the Detroit Public Schools Community District (the "District") and LynxDX ("Supplier") dated on or around June 12, 2022, and any amendments hereto (collectively, the "Original Agreement").

STATEMENT OF AMENDMENT TO ORIGINAL AGREEMENT

1. Contract shall be amended with the following:
 - "Exhibit A-1 FY23" wholly replaces the previous pricing document "Exhibit A-1 December 2021".
2. If any provision of this Amendment is held to be void or unenforceable, the remaining provisions are considered to be severable and their enforceability is not affected or impaired in any way by reason of such law or holding.
3. The terms and conditions of the Original Agreement remain in effect except as otherwise stated herein. In the event that any provision of this Amendment conflicts with any of the provisions set forth in the Original Agreement, the provisions of this Amendment shall govern and control.
4. The Original Agreement and this Amendment constitute the entire agreement between the parties with respect to the subject matter hereof; superseding all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.
5. This Amendment is incorporated by reference in, and is part of the Original Agreement. This Amendment need not be referenced in any instrument or document at any time referring to the Original Agreement, a reference to either the Original Agreement or the Amendment shall be deemed a reference to the Original Agreement, as modified hereby.
6. Capitalized terms defined in the Original Agreement and used in this Amendment shall have the respective meanings assigned to such terms in the Original Agreement, unless clearly otherwise defined in the Amendment.
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document.
8. The Parties further agree that a signature transmitted via facsimile or electronic mail shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date so written.

**Signature of Authorized Supplier
Representative:**

DocuSigned by:

Steve Riggs

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Print Name: Steven Riggs, President

Date: 6/9/2022

**DETROIT PUBLIC SCHOOLS
COMMUNITY DISTRICT**

Approved By:

[Signature]

Nikolai P. Witt, Ed.D., Superintendent

Date: 6/15/2022

**Approved as to form by:
Office of The General Counsel**

Exhibit A-1 FY23

| Description | Jul 2022 | Aug 2022 | Sep 2022 | Oct 2022 | Nov 2022 | Dec 2022 | Jan 2023 | Feb 2023 | Mar 2023 | Apr 2023 | May 2023 | Jun 2023 | Total 2022/2023 |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------|
| Total Monthly Tests (Actual & Expected) | | | | | | | | | | | | | |
| Admin Costs | 416,029 | 416,029 | 416,029 | 416,029 | 416,029 | 416,029 | 416,029 | 416,029 | 416,029 | 416,029 | 416,029 | 416,029 | 4,992,344 |
| Variable Costs: | | | | | | | | | | | | | |
| Reagents, Tips & Consumables | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Interpretation & Reporting | 9,000 | 9,000 | 11,340 | 11,340 | 11,340 | 9,180 | 11,880 | 10,800 | 12,420 | 10,800 | 12,420 | 9,720 | 129,240 |
| Staffing Costs: | | | | | | | | | | | | | |
| Accessioning Staff | 33,280 | 38,272 | 34,944 | 34,944 | 34,944 | 28,288 | 36,608 | 33,280 | 38,272 | 33,280 | 38,272 | 29,952 | 414,336 |
| Lab Techs & Management | 10,400 | 11,960 | 10,920 | 10,920 | 10,920 | 8,840 | 11,440 | 10,400 | 11,960 | 10,400 | 11,960 | 9,360 | 129,280 |
| Collection Staff | 68,000 | 78,200 | 71,400 | 71,400 | 71,400 | 57,800 | 74,800 | 68,000 | 78,200 | 68,000 | 78,200 | 61,200 | 846,600 |
| Collection Team Lead | 56,000 | 64,400 | 58,800 | 58,800 | 58,800 | 47,600 | 61,600 | 56,000 | 64,400 | 56,000 | 64,400 | 50,400 | 697,200 |
| Managers / Nursing Staff | 19,200 | 22,080 | 20,160 | 20,160 | 20,160 | 16,320 | 21,120 | 19,200 | 22,080 | 19,200 | 22,080 | 17,280 | 239,040 |
| | 14,400 | 16,560 | 15,120 | 15,120 | 15,120 | 12,240 | 15,840 | 14,400 | 16,560 | 14,400 | 16,560 | 12,960 | 179,280 |
| Lease of Lab | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 300,000 |
| Collection: Non-Staffing Costs | | | | | | | | | | | | | |
| Vehicle Leases | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 96,000 |
| PacVan Leases (for Drive Thru) | 34,000 | 34,000 | 34,000 | 34,000 | 34,000 | 34,000 | 34,000 | 34,000 | 34,000 | 34,000 | 34,000 | 34,000 | 408,000 |
| Courier Costs | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 288,000 |
| Detroit HQ Lease | | | | | | | | | | | | | |
| Fleet Management Software | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Other Non-Staffing Costs | 89,840 | 89,840 | 89,840 | 89,840 | 89,840 | 89,840 | 89,840 | 89,840 | 89,840 | 89,840 | 89,840 | 89,840 | 1,078,080 |
| Total Estimated Costs | 807,349 | 837,541 | 819,753 | 819,753 | 819,753 | 777,337 | 830,357 | 809,149 | 840,961 | 805,149 | 840,961 | 787,941 | 9,800,000 |
| Total Estimated Cumulative Cost | 1,644,889 | 2,484,642 | 3,284,395 | 4,104,147 | 4,881,484 | 5,711,841 | 6,520,989 | 7,351,950 | 8,171,099 | 9,012,059 | 9,800,000 | | |