

Appendix C

Emergency/Disaster Preparedness & Proprietary Information

Request for Proposal Number 5710 Z1

In accordance with the federal CON-PLAN for newborn screening, the laboratory will:

1. Establish back up testing methods or plans
2. Obtain documentation that manufacturer or supplier has:
 - a. Adequate forward stocking established
 - b. Alternate transportation plans established
3. Ensure contracts hold manufacturer or supplier responsible when materials are not delivered as scheduled including:
 - a. Cost of alternate testing instruments, materials, or outsourced testing;
 - b. Cost of staff time to implement alternate testing
 - c. Liability for litigation caused by delay in reporting abnormal test results

The laboratory agrees to provide one copy to the Nebraska Newborn Screening Program of their emergency or disaster preparedness plan. Any updates/revisions to the plan over the course of the contract shall also be provided in writing to the Nebraska Newborn Screening Program, within 30 days of making the update or revision.

The laboratory assures they have and agrees to provide one copy to the Nebraska Newborn Screening Program, of each Memorandum of Agreement (MOA) understanding (MOU), or Contract with each laboratory with which they have such an agreement to provide newborn screening testing services as a back-up in the event of an emergency or disaster that prevents the laboratory from providing newborn screening laboratory testing services for greater than 24 hours. Agreements must be in place such that once laboratory testing is interrupted for 24 hours, the back-up laboratory will take over testing within the next 48-72 hour period unless laboratory testing services will be resumed within the following 48-72 hour period. MOU/MOA/Contracts must specify which entity is responsible for what tasks (e.g. where specimens shall be shipped and how, who will enter data, how access to data will be shared, which entity will report out abnormal screen results via phone and in writing, etc.) and identify the flow of chain of custody of the specimens, and the flow of information for results to be made available to the Nebraska Newborn Screening Program, submitters and physicians. The MOU/MOA/Contracts must also specify how and where specimens will be maintained and destroyed, or released with proper authorization for diagnostic testing or IRB approved public health research. If awarded this contract for testing Nebraska newborn screening specimens, the back-up/emergency MOU/MOA/Contracts must be in force for the entirety of the Nebraska testing contract.