State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000000275
American Bio Medical Corporation
122 Smith Road
Kinderhook, NY 12106
Telephone No: (561) 362-7701

Price Agreement Number: 40-000-14-00108

Price Agreement Amendment No.: Five

Term: June 2, 2015 – July 31, 2020

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Theresa Mendibles
Telephone No.: (505) 827-0499
Email: theresa.mendibles@state.nm.us

Invoice:
As Requested

Title: Urinalysis Testing / Drugs of Abuse and Services / MMCAP – (Amendment No. 12; MMS15006)

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 31, 2020 to July 31, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 02/21/2020

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
AMENDMENT NO. 12 TO MMCAP INFUSE CONTRACT NO. MMS15008

THIS AMENDMENT NO. 12 ("Amendment") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the MMCAP Infuse ("MMCAP Infuse") and American Bio Medica Corporation, a corporation with an address of 122 Smith Road, Kinderhook, New York 12108 ("Vendor").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS15008 on February 2, 2016 ("Original Contract");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 5, Revision 2 on December 19, 2016; Amendment 7, Revision 2 on October 23, 2017; Amendment 8, Revision 2 on January 24, 2018; Amendment 9 on February 14, 2018; Amendment 10 on June 20, 2018; and Amendment 11 on February 6, 2019; together, Original Contract and Amendments 5 and 7-11 will be referred to as "Agreement";

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

Clause Modifications

Revision 1: When fully executed, Section 1.2 of the Agreement will be deleted in its entirety and replaced with the following:

1.2 Expiration Date: July 31, 2020, or as cancelled pursuant to Section 41.

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

VENDOR: AMERICAN BIO MEDICA CORPORATION
The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Melissa A Walters
Signature: 
Title: CEO + Director
Date: 1/17/20

STATE OF MINNESOTA FOR MMCAP INFUSE
In accordance with Minn. Stat. § 16C.03, subd. 3

Name: 
Signature: 
Date: Jan 17, 2020

COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. § 16C.08, subd. 2

Name: 
Signature: 
Date: 1/31/2020
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor:  
0000008275  
American Bio Medica Corporation  
122 Smith Road  
Kinderhook, NY. 12106  
Telephone No.: (561) 362-7701

Price Agreement Number: 40-000-14-00108

Price Agreement Amendment No.: Four

Term: June 2, 2015 – January 31, 2020

Procurement Specialist: Theresa Mendibles

Telephone No.: (505) 827-0499

Email: theresa.mendibles@state.nm.us

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:  
As Requested

Title: Urinalysis Testing / Drugs of Abuse and Services / MMCAP – (Amendment No. 10; MMS15006)

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 1, 2019 to January 31, 2020 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 10/05/2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

[Signature]
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR
PHARMACY

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and American BioMedica Corporation ("Vendor"), 122 Smith Road, Kinderhook, NY 12106.

Pursuant to Minnesota Statutes Sections 16C.03, the Commissioner of Administration may enter into this contract on behalf of MMCAP for the benefit of its members.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(q). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members’ use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state’s statutes to purchase goods from the member state’s contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to supply Products to MMCAP Member Facilities.

1. Term of Contract
1.1. Effective date: February 1, 2015, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
1.2. Expiration date: January 31, 2017, or as cancelled pursuant to Section 41. With 3 one-year extensions for a total contract not to exceed five years.

2. Products and Pricing. Vendor’s complete Product catalog will be available to MMCAP Members and will be sent on a first in/first out basis. Prices set forth on Attachment A: Core Products Pricing are ceiling prices that may be lowered for MMCAP Member States or MMCAP Participating Facilities upon mutual agreement of Vendor and the MMCAP member. Contract pricing may be subject to audits by MMCAP from time to time during the term of the Contract to verify accuracy of pricing. For a complete listing of Products and pricing see Attachment A: Core Products Pricing, which is attached and incorporated.

3. Account Set-Up. Vendor requires the following information:
   a. Facility Name:
   b. Facility MMCAP ID
   c. Billing and shipping addresses (both are required only if the billing and shipping addresses are different)
   d. Contact names, phone numbers and email addresses for both the shipping contact and the billing contact if different.
AMENDMENT NO. 10 TO MMCAP CONTRACT NO. MMS15006

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and American Bio Medica Corporation, 122 Smith Road, Kinderhook, NY 12108 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS15006 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Revision 1: Effective when signed Section 1.2 Expiration Date of the Original Contract will be deleted in its entirety and replaced with the following:

1.2 Expiration Date: January 31, 2020, or as cancelled pursuant to Section 41.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. AMERICAN BIO MEDICA CORPORATION

By: [Signature]
Title: CEO-Director
Date: 6-19-2018

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C 03, subd. 3

By: [Signature]
Title: Pharmacist Sr.
Date: 6-20-18

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C 05, subd. 2

By: [Signature]
Title: [Title]
Date: 6-20-18
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000008275
American Bio Medica Corporation
122 Smith Road
Kinderhook, NY. 12106

Telephone No.: (518) 758-8158

Price Agreement Number: **40-000-14-00108**

Price Agreement Amendment No.: **Three**

Term: **June 2, 2015 – January 31, 2019**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Natalie Martinez

Invoice:
As Requested

Telephone No.: (505) 827-0251

Title: Urinalysis Testing / Drugs of Abuse and Services / MMCAP Contract # MMS15006

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 1, 2018 to January 31, 2019 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

Date: 01/31/2018

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment  

Awarded Vendor:  
0000008275  
American Bio Medica Corporation  
122 Smith Road  
Kinderhook, NY. 12106  
Telephone No.: (518) 758-8158  

Price Agreement Number: 40-000-14-00108  
Price Agreement Amendment No.: Two  
Term: June 2, 2015 – January 31, 2018  
Procurement Specialist: Natalie Martinez  
Telephone No.: (505) 827-0251  

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.  

Invoice:  
As Requested  

Title: Urinalysis Testing / Drugs of Abuse and Services / MMCAP Contract # MMS15006  

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.  

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 1, 2017 to January 31, 2018 at the same price, terms and conditions.  

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.  

Accepted for the State of New Mexico  

[Signature]  
New Mexico State Purchasing Agent  

Date: 01/12/2017  

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 nm
AMENDMENT NO. 5 TO MMCAP CONTRACT NO. MMS15006

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and American Bio Medica Corporation, 122 Smith Road, Kinderhook, NY 12106 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS15006 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Revision 1: Effective when signed Section 1.2. Expiration date of the Original Contract will be deleted in its entirely and replaced with the following:

1.2. Expiration date: January 31, 2018, or as cancelled pursuant to Section 41. With 2 one-year extensions for a total contract not to exceed five years.

Revision 2: Elf active when signed, Article 22, Administrative Fee of the Original Contract, is amended to change the administrative fee remittance address to:

Financial Management & Reporting - MMCAP
50 Sharburne Avenue, Suite 309
St. Paul, MN 55155

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. AMERICAN BIO MEDICA CORPORATION

The Vendor certifies that the appropriate person(s) have executed this agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: CEO/DIRECTOR
Date: 12/19/2016

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: [Signature]
Title: [Title]
Date: 12/19/2016

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Signature]
Title: [Title]
Date: Dec. 19, 2016
State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:  
0000008275  
American Bio Medica Corporation  
122 Smith Road  
Kinderhook, NY. 12106

Telephone No.:  (518) 758-8158

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:  
As Requested

Price Agreement Number: 40-000-14-00108  
Price Agreement Amendment No.: One

Term: As per the agreement

Procurement Specialist: Mike Riggs  
Telephone No.: (505) 827-0564

Title: Urinalysis Testing / Drugs of Abuse and Services / MMCAP Contract # MMS15006

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 02, 2015 to January 31, 2017 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico  

Date: 05/12/2015

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM. 87502-6850 (505) 827-0472

MR
This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and American Bio Medica Corporation ("Vendor"), 122 Smith Road, Kinderhook, NY 12106.

Pursuant to Minnesota Statutes Sections 16C.03, the Commissioner of Administration may enter into this contract on behalf of MMCAP for the benefit of its members.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to supply Products to MMCAP Member Facilities.

1. **Term of Contract**
   1.1. **Effective date:** February 1, 2015, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
   1.2. **Expiration date:** January 31, 2017, or as cancelled pursuant to Section 41. With 3 one-year extensions for a total contract not to exceed five years.

2. **Products and Pricing.** Vendor's complete Product catalog will be available to MMCAP Members and will be sent on a first in/first out basis. Prices set forth on Attachment A: Core Products Pricing are ceiling prices that may be lowered for MMCAP Member States or MMCAP Participating Facilities upon mutual agreement of Vendor and the MMCAP member. Contract pricing may be subject to audits by MMCAP from time to time during the term of the Contract to verify accuracy of pricing. For a complete listing of Products and pricing see Attachment A: Core Products Pricing, which is attached and incorporated.

3. **Account Set-Up:** Vendor requires the following information:
   a. Facility Name:
   b. Facility MMCAP ID
   c. Billing and shipping addresses (both are required only if the billing and shipping addresses are different)
   d. Contact names, phone numbers and email addresses for both the shipping contact and the billing contact if different.
4. Ordering Instructions. Orders may be placed via the following methods:
   Electronic to the following email addresses: info@abmc.com, customerservice@abmc.com
   Telephone via a toll-free number: 800-227-1243, option 2
   Fax via the following number: 518-758-8172

5. Custom Orders. Vendor may customize orders for MMCAP Members by combining any of the
   Products listed on Attachment A: Core Products Pricing into special panels/configurations. The
   turnaround time for custom Product configurations is 5-25 business days from date of order, with a
   minimum order of 250 units. A purchase order must be received by Vendor from the MMCAP Member
   prior to commencement of manufacture of custom Product.

6. Product Delivery. If Product is in stock, it usually ships out within 24 hours from time order is placed.
   It would then arrive to the customer 1-7 days thereafter, depending on the customer's location.
   Custom Orders (special panels/configurations) and bulk orders do not typically have longer transit
   times. All prices on Attachment A: Core Products Pricing are FOB destination. If Member wants
   expedited shipping, e.g. overnight or priority, cost of shipping is born by the Member

7. Invoicing.
   a. Vendor will send an order confirmation to a customer once an order is placed. If requested, official
      quotes will be sent ahead of the order. Vendor will mail or email an invoice to the customer once their
      order is shipped. Vendor will also mail a hard copy of the invoice if requested.
   b. Invoices can be customized and split between multiple locations when requested.
   c. Vendor's standard payment terms are net 30.
   d. Invoice Disputes. Vendor will make a good faith effort to handle any invoice dispute(s) within 30
      calendar days of notice of dispute or as the MMCAP Member state law requires. In the event the dispute
      is not resolved through Vendor's invoice dispute process the MMCAP Member may also utilize the
      dispute resolution procedures set forth in this Contract.

8. Order Cancellations. MMCAP Members may cancel non-custom order any time before it ships by
   calling Customer Service. There will be no charge for cancelled non-custom orders. Custom Orders and
   bulk orders must be cancelled within 48 hours of receipt of order.

9. Product Returns. Product being returned by an MMCAP Member must be pre-authorized by
   Vendor's Customer Service Department. A Return Material Authorization (RMA) Form will be
   emailed or mailed to Facility along with the Call Tags to return Product to the warehouse. All returns
   must be accompanied by the RMA Form to ensure swift processing upon return.
   a. Credit or replacements will be issued upon return.
   b. Restocking fee will not be applied to Product performance returns. For product returns not
      pertaining to Products being faulty or not performing, returns will be accepted with a 20% restocking fee
      and shipping costs. Custom made Products will not be returnable.

10. Credits. Vendor will issue a full refund minus shipping costs within 5 business days of receipt of
    returned Product if the Product is found to be defective. The credit can be used for future credit
    purchases. For Product returns not pertaining to Products being faulty or not performing, returns may be
    accepted with a 20% restocking fee and shipping costs.

11. Price Discrepancies and Corrections. In the event a price discrepancy is claimed by an MMCAP
    Member, the affected MMCAP Member must contact Vendor's customer service to resolve price
c      discrepancy. Vendor will, within 24 hours of notification, review price discrepancy. If a Vendor is
      confirmed, reimbursement will be resolved within 10 business days.
12. **Product Recalls.** Any Product recall will be refunded/replaced at no expense to the MMCAP Member. Shipping costs will be the responsibility of Vendor. In the event of a recall, Vendor will provide advanced written notice to MMCAP. Also, Vendor will notify affected MMCAP Participating Facilities of the Product recall and the Products which must be returned to Vendor.

13. **Inventory Management.** Vendor will manage Product inventory as follows:

13.1. **New & Discontinued Product.** If new Products are amended into this Contract, Vendor will notify MMCAP Members as they become available and add these to the “Additional Panel New Product” list as set forth in Attachment A: Products Pricing. If Products are removed from this Contract, Vendor will notify MMCAP Members of any discontinued Products and Attachment A: Core Products Pricing will be amended to reflect the removal of the discontinued Products.

13.2. **Service Level Requirements.** Vendor agrees to maintain a monthly service level of greater than 95% for Products, as set forth on Attachment A: Core Products Pricing. Service Level is calculated as set forth below for each MMCAP Member account. Vendor will fill all orders at the time of order placement unless the MMCAP Member has previously agreed to receive backorders. Service Levels for MMCAP Members allowing backorders shall be calculated on the first partial shipment made on the order. Incorrect or non-conforming Products shipped to MMCAP Members due to Vendor's fault shall count against the Service Level. Non-filled Product order, Product Substitutes (which are Products that equivalent or substantially similar to the Core Products) and split shipments for Products shall count against the Service Level calculation, except as set forth below. The Vendor will calculate the Service Level as follows:

\[ \text{Service Level} = \frac{\text{Number of Lines Products Delivered}}{\text{Number of Lines Products Ordered}} \]

13.3. **Backordered Products.** When a Product is not available (backordered), Vendor will clearly communicate with the affected MMCAP Participating Facility and offer the following:

a. Vendor will ship the amount of the Product it had in-stock and deliver the remainder of the order when it is produced. This will be approved by the MMCAP Participating Facility

b. Substitute Product from the Core List. Upon approval by the MMCAP Participating Facility, Vendor will provide substitute Product from the Core List.

c. Offer a Product from the Additional Value Added Offering Page. This Product would have the same drug panel configuration as the back-ordered item.

13.4. **Product Substitutions.** In cases where Product on Attachment A is not available, Vendor will substitute similar Product from the open market for an equivalent price as listed on Attachment A.

13.5. **Additional Panel Configurations.** For additional panel configurations not listed on Attachment A: Core Products Pricing, production and delivery time will be **2-25 business days** from the date of placing the order.

13.6. **Container Orders.** For container orders, lead time will be **5-25 business days** from the date Vendor received the order for Product, depending on the Product ordered.

14. **Business Reviews.** Vendor will perform a bi-annual business review with MMCAP staff per Contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address; a review of sales to members, pricing and Contract terms, administrative fees, supply issues, customer issues, and any other necessary information.
15. Purchase Orders and Payment

15.1 Purchase Orders. As a condition for purchasing under this Contract, purchasers must be MMCAP Members in good standing with MMCAP. Then, MMCAP Members may purchase goods and services by submitting Purchase Orders. MMCAP Members may use their own forms for Purchase Orders. To the extent that the terms of any form differ from the terms of this Contract, the terms of this Contract supersedes such conflicting or contrary terms.

15.2 Payment of Purchase Orders. Each MMCAP Members Facility will be responsible for payment of goods and services provided by Vendor. The MMCAP Office will have no liability for an unpaid invoice of any MMCAP Member. Vendor agrees to invoice the MMCAP Member for all Products shipped.

15.3 Verification of Authorized Purchasers. Upon request of MMCAP, Vendor must verify that it provides goods and services under this Contract only to MMCAP Members.

15.4 Funds available and authorized/non-appropriation. By submitting a Purchase Order the MMCAP Member represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Purchase Order.

15.5 Termination of Individual Purchase Orders. An MMCAP Member may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Member may establish in such notice, upon the occurrence of any of the following events:

   a. The MMCAP Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
   b. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Member is prohibited from paying for such goods from the planned funding source; or
   c. Vendor commits any material breach of this Contract or a Purchase Order.

Upon receipt of written notice of termination, Vendor will stop performance under the Purchase Order as directed by the MMCAP Member. Termination of a standing Purchase Order does not extinguish or prejudice the MMCAP Member’s right to enforce such Purchase Order with respect to Vendor’s breach of any warranty or any defect in or default of Vendor’s performance under such Purchase Order that has not been cured, including any right of the MMCAP Member to indemnification by Vendor or enforcement of a warranty. If a standing Purchase Order is terminated, the MMCAP Member must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Member.

15.6. Jurisdiction and Venue. Upon completion of the Dispute Resolution process in this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General’s Office, the MMCAP Member may bring a claim, action, suit or proceeding against Vendor. The MMCAP Member’s request to MMCAP to bring the claim, action, suit, or proceeding must state the initiating party’s desired jurisdiction, venue and governing law. Upon completion of the Dispute Resolution process of this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member, in Vendor’s sole discretion.

16. Business Development. Vendor will support business development opportunities, utilizing joint engagement strategies with MMCAP Office Field Services, to increase the use of the MMCAP Contracts.

17. Primary Account Representative. Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of 72 hours advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

   - Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments
• Timely response to all MMCAP inquiries
• Performance of the business review as described in section 15.

In the event that the Primary Account Representative is unresponsive and does not meet MMCAP’s needs, the Vendor will assign another Primary Account Representative upon MMCAP’s request. Vendor’s primary contacts are listed below.

Melissa A. Waterhouse, Chief Executive Officer
Charlene Cunningham, Asst. Corporate Secretary

18. Customer Service
   Hours of Operation:
   i. Monday through Friday, 8am – 5 pm
   ii. Toll Free: 800-227-1243
   iii. Email: info@abmc.com, customerservice@abmc.com
   iv. Voice Mail will be returned during normal hours of operation the following day.
   v. Vendor also offers technical support (for product related inquiries), 24 hours a day/7 days a week/365 days per year by calling 800-227-1243 and pressing option 3.

19. Member Facilities.
   19.1. The Vendor must allow new Member Facilities joining MMCAP to be added to the MMCAP Membership List (password protected and published online at www.mmcap.org) and to access contract prices throughout the term of this Contract. As new Member Facilities are added to MMCAP, the Vendor will be given 7 days from date of notification to implement Contract pricing. MMCAP will provide Vendor with monthly e-mail notices announcing that a new MMCAP Membership List has been posted online.
   19.2. MMCAP reserves the right to add and delete Member Participating Facilities during the term of this Contract.

20. Direct Marketing, Advertising, and Offers with Member Facilities. Any direct advertising, marketing, or direct offers with Member Facilities for on- or off- contact products must be approved by MMCAP. Violation of this Article may be cause for immediate cancellation of this Contract.

21. Payment. All payment terms are Net 30 from date of invoice, unless otherwise agreed upon between MMCAP Member and Vendor.

22. Administrative Fee. In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all Products sold to members. The Vendor will submit a check payable to “State of Minnesota, MMCAP Program” for an amount equal to 3% of Member Facilities’ purchases. The administrative fee must be paid as soon as is reasonable after the end of each month, but no later than 30 calendar days after the end of the month. Payments must be sent to: MMCAP, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155. The Vendor must submit a monthly Administrative Fee Data Report. The monthly Administrative Fee Data Report must contain the fields as set forth in section 24. All Administrative Fee Data Reports must be sent to: Mn.MMCAP@state.mn.us at the end of each month, but no later than 30 days after the end of the month. Failure to comply with this provision may constitute breach of this Contract. MMCAP reserves the right to collect interest on payments 30 days past due at a rate consistent with Minnesota Statutes Sections 16D.13.

In the event the Vendor is delinquent in any undisputed administrative fees, MMCAP reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event the Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.
23. Reporting Requirements. All reports indicated in this section must be available in both paper copy and in an electronic Microsoft Excel file format and contain the required information fields set forth below. Vendor will work with the MMCAP Office during the transition and implementation period of this Contract to ensure the Vendor submits the required reports whose format and content are mutually agreeable to both parties. If requested by an MMCAP Member or the MMCAP Office, the requested report must be customized to report data specific to the requesting entity.

23.1. Monthly Sales Data Usage Reports for the MMCAP Office. Vendor will supply to the MMCAP Office accurate monthly sales data on or before the 10th day of the subsequent calendar month (e.g., June’s data will be due on July 10th). The report must include Product and dollar spend amount sorted in descending order and grouped by Product category. Also, the report MUST include the information set forth below for every transaction between the Vendor and the MMCAP Member:
   a. The Table1 details the required fields for the sales data report.
   b. The Table 2 details the required record layout in fixed record format.

23.2. Administrative Fee Data Report. The Vendor must submit a monthly Administrative Fee Data Report with each Administrative Fee payment that includes sales made direct from Vendor to the MMCAP Member.

The monthly Administrative Fee Data Report must contain the fields included below, as those fields apply to this Contract. A detailed data file in Microsoft Excel format will be provided upon request. All required Administrative Fee Data Reports must be sent to: MnMMCAP@state.mn.us on or before the 10th day of the second subsequent month (e.g., June’s data will be due July 10th). Failure to comply with this provision may constitute breach of this Contract. In the event the Vendor is delinquent in any undisputed Administrative Fees, MMCAP reserves the right to terminate this Contract and reject any proposal submitted by the Vendor in any subsequent solicitations.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
<table>
<thead>
<tr>
<th>Table 1: Required Data Field for Sales Data Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required Data Field for Sales Data Report</td>
</tr>
<tr>
<td>MMCAP-assigned facility ID</td>
</tr>
<tr>
<td>MMCAP Facility Name</td>
</tr>
<tr>
<td>Vendor Distribution Center Code</td>
</tr>
<tr>
<td>Vendor-assigned Account number for the MMCAP Facility</td>
</tr>
<tr>
<td>Invoice Number</td>
</tr>
<tr>
<td>Invoice Line Number</td>
</tr>
<tr>
<td>Purchase Order Number</td>
</tr>
<tr>
<td>Invoice date (mm/dd/yyyy)</td>
</tr>
<tr>
<td>Buyer name or equivalent of buyer ID for person submitting the invoices</td>
</tr>
<tr>
<td>Vendor's (distributor) SKU item number</td>
</tr>
<tr>
<td>Label Name</td>
</tr>
<tr>
<td>Pack Size</td>
</tr>
<tr>
<td>Unit</td>
</tr>
<tr>
<td>Case Size</td>
</tr>
<tr>
<td>Unit Price (99999.9999)</td>
</tr>
<tr>
<td>Quantity ordered (not Vendor re-packaged or re-bundled quantity)(99999.9999)</td>
</tr>
<tr>
<td>Quantity shipped (not Vendor re-packaged or re-bundled quantity) (999999.9999)</td>
</tr>
<tr>
<td>Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (9999999.9999)</td>
</tr>
<tr>
<td>Bill to Address 1</td>
</tr>
<tr>
<td>Bill to City</td>
</tr>
<tr>
<td>Bill to State (2 alpha postal code)</td>
</tr>
<tr>
<td>Bill to Zip (standard 5-4 format, no dash necessary)</td>
</tr>
<tr>
<td>Ship to Address 1</td>
</tr>
<tr>
<td>Ship to City</td>
</tr>
<tr>
<td>Ship to State (2 alpha postal code)</td>
</tr>
<tr>
<td>Ship to Zip (standard 5-4 format, no dash necessary)</td>
</tr>
<tr>
<td>Service Fee (9999.9999)</td>
</tr>
<tr>
<td>MMCAP Contract Number (MMSxxxxx)</td>
</tr>
<tr>
<td>Credit Indicator (C for credit)</td>
</tr>
</tbody>
</table>

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
## Table 2: Monthly Sales Data Usage Report-Fixed Length Fields

<table>
<thead>
<tr>
<th>Required Date Field</th>
<th>Field Name</th>
<th>Date Type</th>
<th>Fixed Date Format</th>
<th>Extra</th>
<th>Null</th>
<th>Short Name</th>
<th>Long Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORDER Date by Month</td>
<td>MMDCY</td>
<td>MMDCY</td>
<td>MMDCY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Order Date by Name</td>
<td>Name</td>
<td>Name</td>
<td>Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_quotes</td>
<td>Quotes</td>
<td>Quotes</td>
<td>Quotes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Punch Date by Month</td>
<td>MMDCY</td>
<td>MMDCY</td>
<td>MMDCY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Punch Date by Name</td>
<td>Name</td>
<td>Name</td>
<td>Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quotes Date by Month</td>
<td>MMDCY</td>
<td>MMDCY</td>
<td>MMDCY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quotes Date by Name</td>
<td>Name</td>
<td>Name</td>
<td>Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 24. Shareback Credits

At this time, MMCAP does not process shareback credits on the Products set forth on Attachment A and reserves the right to insert a process at a later date.

### 25. Dispute Resolution

Vendor and MMCAP will handle dispute resolution for unresolved contract issues using the following procedure:

#### 25.1. Notification

The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. And if necessary, MMCAP and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

#### 25.2. Escalation

If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP or Vendor may escalate the resolution of the issue to a higher level of management. A meeting will be scheduled with MMCAP and the Vendor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The Vendor will have 30 calendar days to cure the issue.

#### 25.3. Performance while Dispute is Pending

Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the contract, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP and/or Member Facilities as a result of such failure to proceed will be borne by the Vendor.

#### 25.4. MMCAP Rights

In the event MMCAP cannot resolve a dispute with the Vendor, MMCAP may cancel this Contract upon 60 days' written notice to the other party.

#### 25.5. No Waiver

This clause will in no way limit or waive either party's right to seek available legal or equitable remedies.
26. Authorized Representative.
MMCAP's Authorized Representative is:

MMCAP Managing Director
Minnesota Department of Administration
50 Sibley St, St. Paul, MN 55155

The Vendor's Authorized Representative is Melissa A. Waterhouse. If the Vendor's Authorized Representative changes at any time during this Contract, the Vendor must immediately notify MMCAP.

27.1 Assignment. Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed Assignment Agreement. If the Vendor assigns a Product during the term of this Contract, Vendor must provide written notice to MMCAP at least 30 days prior to the assignment.

27.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

27.3 Waiver. If MMCAP fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

27.4 Contract Complete. This Contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

28. Indemnification. The Vendor must indemnify, save, and hold MMCAP, MMCAP Members, including their agents, and employees harmless from any claims or causes of action, including attorneys’ fees incurred by MMCAP, arising out of the performance of this Contract by the Vendor or the Vendor’s agents or employees; or injury or death to person(s) or property, alleged to have been caused by some defect in Products under this Contract, when the Product has been supplied by and dispensed strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP is not permitted to indemnify the Vendor.

29. State Audits. Minnesota Statutes Section 16C.05, subdivision 5, requires that "the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years" from the end of this Contract.

30.1 Government Data Practices. The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MMCAP under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Vendor or MMCAP.
If the Vendor receives a request to release the data referred to in this Article, the Vendor must immediately notify MMCAP, and consult with the agency as to how the Vendor should respond to the
request. The Vendor's response to the request will comply with applicable law. Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract.

30.2 Intellectual Property. The Vendor warrants that any materials or products provided or produced by the Vendor or utilized in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP, MMCAP will promptly notify the Vendor. If such a claim of infringement has occurred, or if the Vendor's opinion is likely to occur, the Vendor must either procure for MMCAP the right to continue using the material or product or replace or modify materials or products. If an option satisfactory to MMCAP is not reasonably available, MMCAP will return the materials or products to the Vendor, upon written request of the Vendor, and at the Vendor's expense.

31. Insurance Requirements
31.1. Vendor must maintain the following insurance (or a comparable program of self-insurance) in force and effect throughout the term of the Contract.

31.2. Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies (or of their program of self-insurance):

Commercial General Liability Insurance: Vendor will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Contract.

Insurance minimum limits are as follows:
- $5,000,000 – per occurrence
- $5,000,000 – annual aggregate
- $5,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:
- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- MMCAP named as an Additional Insured

31.3 Additional Insurance Conditions:
- Vendor's policy(ies) must be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days' advance written notice to MMCAP;
- Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) will include legal defense fees in addition to its liability policy limits;
f. Vendor will obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

g. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor’s policy limits to satisfy the full policy limits required by the Contract.

31.4. MMCAP reserves the right to immediately terminate the Contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP’s authorized representative upon written request.

32. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion

Federal money may be used to pay for all or part of the work under the Contract therefore; Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Vendor’s certification is a material representation upon which the Contract award was based. Vendor certifies that neither it nor its principals is presently debarred or suspended by the United States government, the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. Vendor’s certification is a material representation upon which the Contract award was based. Vendor must provide immediate written notice to MMCAP’s Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

33. Publicity and Endorsement.

33.1. Publicity. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

33.2. Endorsement. The Vendor must not claim that MMCAP endorses its Products.

34. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed “goods” within the meaning of the UCC except when to do so is unreasonable.

35. Antitrust. The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

36. Force Majeure. Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war, or raw material shortages that are beyond that party’s reasonable control.

37. Severability. If any provision of the resulting Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting Contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.
38. Default and Remedies. Either of the following constitutes cause to declare the Contract or any order under this Contract in default:
(a) Nonperformance of contractual requirements, or
(b) A material breach of any term or condition of this Contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:
(a) Exercise any remedy provided by law or equity; or
(b) Terminate the Contract or any portion thereof, including any orders issued against the Contract.

39. Data Disclosure. In the event MMCAP obtains the Vendor’s Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

40. Laws and Regulations Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minnesota Statutes Section 181.59 and Minnesota Statutes Chapter 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State’s Office.

41. Cancellation. MMCAP or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or Services satisfactorily performed or Products supplied through the Contract cancellation date.

42. Member-requested Modifications to this Contract. Vendor may be required to prepare an MMCAP “Member-requested Participation Agreement” (MPA) to amend this Contract to provide for laws specific to a state or local jurisdiction. If these circumstances exist, the Vendor must work with MMCAP and the MMCAP Member to prepare the MPA. An MPA must clearly apply only to the requesting location and will not affect the rights of the other MMCAP Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named MMCAP Member. No verbal or written instructions from MMCAP Members, or any of their staff or officials may be used to change any provision of this Contract. Vendor will immediately report any such requests to the MMCAP Manager who will issue approval or denial in writing.

43. eVerify Certification Pursuant to the requirements of Minnesota Statutes Section 16C.075, Vendor certifies that as of the effective date, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of MMCAP. Vendor will be responsible for collecting all subcontractor certifications. All subcontractor certifications must be kept on file with the Vendor and made available to MMCAP upon request.
44. Affirmative Action Requirements. For contracts in excess of $100,000 and if Vendor has more than 40 full-time employees in Minnesota or its principal place of business. The State of Minnesota intends to carry out its responsibility for requiring affirmative action by its vendors.

44.1 Covered contracts and Vendors. If the Contract exceeds $100,000 and Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then Vendor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600. If Vendor is covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, it must certify that it is in compliance with federal affirmative action requirements.

44.2 Minnesota Statutes Section 363A.36. Minnesota Statutes Section 363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, 45 women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

44.3 Minnesota Rules 5000.3400-5000.3600.
(a) General. Minnesota Rules 5000.3400-5000.3600 implements Minnesota Statutes Section 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400-5000.3600 including, but not limited to, Minnesota Rules 5000.3420-5000.3500 and 5000.3552-5000.3559.

(b) Disabled Workers. Vendor must comply with the following affirmative action requirements for disabled workers.

(1) Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of Vendor's noncompliance with the requirements of this article, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Vendor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
(c) **Consequences.** The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State of Minnesota.

(d) **Certification.** Vendor hereby certifies that it is in compliance with the requirements of Minnesota Statute Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

1. **AMERICAN BIO MEDICA CORPORATION**
   The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.
   
   By:  
   
   Title: Chief Executive Officer & Director
   
   Date: 1/2/15

2. **STATE OF MINNESOTA FOR MMCAP**
   In accordance with Minn. Stat. § 16C.03, subd. 3
   
   By:  
   
   Title:  
   
   Date: 2/12/2015

3. **COMMISSIONER OF ADMINISTRATION**
   In accordance with Minn. Stat. § 16C.05, subd. 2
   
   By:  
   
   Title:  
   
   Date: Feb 2, 2015
# ATTACHMENT A: CORE PRODUCTS PRICING

## AMERICAN BIO MEDICA CORPORATION

### ATTACHMENT A: CORE PRODUCTS PRICING

<table>
<thead>
<tr>
<th>Point of Care Test (POCT)</th>
<th>Product ID No.</th>
<th>Description</th>
<th>CLIA Waived</th>
<th>Qty</th>
<th>Case</th>
<th>MMCAP Price/Each</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breath Testing Devices</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Cards or Cassettes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rapid TOX Cassettes</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>10-AMPT-000</td>
<td>Amphetamine cassette</td>
<td>Yes</td>
<td>50</td>
<td></td>
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<td>1.14</td>
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<td>10-BART-000</td>
<td>Barbiturate (BAR)</td>
<td>Yes</td>
<td>50</td>
<td></td>
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<td>1.14</td>
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<td>10-BZOT-000</td>
<td>Benzodiazepine (BZO)</td>
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<td>50</td>
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<td>Buprenorphine (BUP)</td>
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<td>50</td>
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<td>10-COCT-000</td>
<td>Cocaine (COC)</td>
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<td>50</td>
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<td>Opiates (OPI) *specify 300 or 2000 cut-off</td>
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<td>THC (Marijuana)</td>
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<td>50</td>
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<td>Tricyclic Antidepressants (TCA)</td>
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<td>50</td>
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<td>$1.50</td>
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<td>Rapid Drug Screen (kit format; includes collection cup, slotted/standard lid &amp; ID label)</td>
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10-10X-030
10-12X-030
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000008275
American Bio Medica Corporation
122 Smith Road
Kinderhook, NY. 12106

Telephone No. (518) 758-8158

Price Agreement Number: 40-000-14-00108
Payment Terms: Net 30
F.O.B.: Destination
Delivery: As per the agreement

Procurement Specialist: Mike Riggs
Telephone No.: 505-827-0564

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Title: Urinalysis Testing / Drugs of Abuse and Services / MMCAP Contract # MMS14012

Term: June 16, 2014 thru June 01, 2015

This Price Agreement is made subject to the “terms and conditions” as stated in this agreement and may be extended if the Minnesota Multi-State Contract Alliance for Pharmacy (MMCAP) is extended, upon approval of all parties.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 06/16/2014

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”) and American Bio Medica Corporation, 122 Smith Road, Kinderhook, NY 12106 (“Vendor”).

Under Minnesota Statutes Sections 16C.03 and 16C.11, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members’ use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state’s statutes to purchase goods from the member state’s contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

MMCAP has the authority to enter into this contract pursuant to Minnesota Statutes Section 16C.10, subdivision 3 that allows agencies to contract for purchases with suppliers who have published schedules of prices effective for sales to any federal agency of the United States. By executing this Contract Vendor certifies that it has these federal contracts and that they will remain effective through the term of this Contract.

1. Term of Contract

1.1. Effective date: May 31, 2014 or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2. Expiration date: June 1, 2015 or as cancelled pursuant to Section 22.


2. Products. The Vendor wishes to contract with MMCAP to distribute drug testing supplies, equipment, drug testing devices (collectively referred to as the “Products”) and related services, which may include, but are not limited to: laboratory analysis and testing confirmation services, expert testimony, medical officer review, training, proof of Chain of Custody, and regulatory assistance (collectively referred to as the “Services”) to MMCAP Participating Facilities. Vendor will distribute and supply the Products and Services as set forth on Attachment A: Products and Services Pricing, which is attached and incorporated.

3. Administrative Fee. In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all products and services sold to members. The Vendor will submit a check payable to “State of Minnesota, MMCAP Program” for an amount equal to 3% of MMCAP Participating Facilities’ purchases. The administrative fee must be paid as soon as is reasonable after the end of each month, but no later than 30 calendar days after the end of the month. Payments must be sent to MMCAP, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155. The Vendor must submit a monthly Administrative Fee Data Report. The monthly Administrative Fee Data Report must contain the fields as set forth in Section 23. All Administrative Fee Data Reports must be sent to: Mn.MMCAPOffice@state.mn.us at the end of each month, but no later than 30 days after the end of the month. Failure to comply with this provision may constitute breach of this Contract. MMCAP reserves the right to collect interest on payments 30 days past due at a rate consistent with Minn. Stat. § 16D.13.

In the event the Vendor is delinquent in any undisputed administrative fees, MMCAP reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event the Contract is
cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

4.1. Primary Account Representative. Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of 72 hours advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:
   • Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments
   • Timely response to all MMCAP inquiries
   • Performance of the business review as described in 4.2
In the event that the Primary Account Representative is unresponsive and does not meet MMCAP’s needs, the Vendor will assign another Primary Account Representative upon MMCAP’s request.
4.2. Business Reviews. Vendor will perform a bi-annual business review with MMCAP staff per Contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address: a review of sales to members, pricing and Contract terms, administrative fees, supply issues, customer issues, and any other necessary information.
4.3. Dispute Resolution. Vendor and MMCAP will handle dispute resolution for unresolved contract eligibility issues using the following procedure:
4.3.1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. And if necessary, MMCAP and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
4.3.2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP or Vendor may escalate the resolution of the issue to a higher level of management. A meeting will be scheduled with MMCAP and the Vendor’s MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The Vendor will have 30 calendar days to cure the issue.
4.3.3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the contract, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP and/or MMCAP members as a result of such failure to proceed will be borne by the Vendor.
4.3.4. MMCAP Rights. In the event MMCAP cannot resolve a dispute with the Vendor, MMCAP may cancel this Contract upon 60 days’ written notice to the other party.
4.3.5. No Waiver. This clause will in no way limit or waive either party’s right to seek available legal or equitable remedies.

5. Authorized Representative.
MMCAP’s Authorized Representative is:
MMCAP Managing Director
Materials Management Division
Minnesota Department of Administration
50 Sherburne Avenue, St. Paul, MN 55155.

The Vendor’s Authorized Representative is Melissa Waterhouse or his/her successor. If the Vendor’s Authorized Representative changes at any time during this Contract, the Vendor must immediately notify the State.

6.1. Assignment. Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed Assignment Agreement. If the Vendor assigns a Product during the term of this Contract, Vendor must provide written notice to MMCAP at least 30 days prior to the assignment.
6.2. Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

6.3. Waiver. If MMCAP fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

6.4. Contract Complete. This Contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

7. Indemnification. The Vendor must indemnify, save, and hold MMCAP, MMCAP Participating Facilities, including their agents, and employees harmless from any claims or causes of action, including attorneys’ fees incurred by MMCAP, arising out of the performance of this Contract by the Vendor or the Vendor’s agents or employees; or injury or death to person(s) or property, alleged to have been caused by some defect in Products under this Contract, when the Product has been supplied by and dispensed strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP’s failure to fulfill its obligations under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP is not permitted to indemnify the Vendor.

8. State Audits. Minnesota Statutes Section 16C.05, subdivision 5, requires that the books, records, documents, and accounting procedures and practices of the vendor relevant to this Contract are subject to examination by MMCAP and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.


9.1. Government Data Practices. The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MMCAP under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify MMCAP, and consult with the agency as to how the Vendor should respond to the request. The Vendor’s response to the request will comply with applicable law.


(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Vendor, its employees, agents, and subVendors, either individually or jointly with others in the performance of this Contract.

“Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Vendor, its employees, agents, or subVendors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Vendor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Vendor assigns all right, title, and interest it may have in the works and the documents to the State. The Vendor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Vendor, including its
employees and subcontractors, in the performance of this Contract, the Vendor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Vendor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Vendor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Vendor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor’s or the State’s opinion is likely to arise, the Vendor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

10. Workers’ compensation and other insurance
Vendor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the Contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

Further, the Vendor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The Vendor’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State’s obligation or responsibility.

11. Debarment by State, its departments, commissions, agencies, or political subdivisions
Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor’s certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State’s Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

12. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion
Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor’s certification is a material representation upon which the Contract award was based.

13. Publicity and Endorsement.
13.1 Publicity. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

13.2. Endorsement. The Vendor must not claim that MMCAP endorses its Products or Services.

14. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions,
governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

15. Antitrust. The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

16. Force Majeure. Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war, or raw material shortages that are beyond that party's reasonable control.

17. Severability. If any provision of the resulting Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting Contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

18. Default and Remedies. Either of the following constitutes cause to declare the Contract or any order under this Contract in default:
(a) Nonperformance of contractual requirements, or
(b) A material breach of any term or condition of this Contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the nondefaulting party may:
(a) Exercise any remedy provided by law or equity; or
(b) Terminate the Contract or any portion thereof, including any orders issued against the Contract.

19. Data Disclosure. In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

20. Minnesota Statutes Section 181.59. The Vendor will comply with the provisions of Minnesota Statutes Section 181.59 which requires:
Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction will contain provisions by which the Vendor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract; no Vendor, material supplier, or vendor, will, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no Vendor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Affirmative action requirements for contracts in excess of $100,000 and if the Vendor has more than 40 full-time employees in Minnesota or its principal place of business.
The State intends to carry out its responsibility for requiring affirmative action by its Vendors.

21.1. Covered contracts and Vendors. If the Contract exceeds $100,000 and the Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A Vendor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

21.2. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

21.3. Minn. R. 5000.3400-5000.3600.
(a) General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
(b) Disabled Workers. The Vendor must comply with the following affirmative action requirements for disabled workers:
   (1) The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
   (2) The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (3) In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (4) The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
   (5) The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
(c) Consequences. The consequences for the Vendor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
(d) Certification. The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

22. Cancellation. MMCAP or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or Services satisfactorily performed or Products supplied through the Contract cancellation date.
23. Reporting Requirements. All reports indicated in this section must be available in both paper copy and in an electronic Microsoft Excel file format and contain the required information fields set forth below. Vendor will work with the MMCAP Office during the transition and implementation period of this Contract to ensure the Vendor submits the required reports whose format and content are mutually agreeable to both parties. If requested by an MMCAP Participating Facility, MMCAP Participating Member State or the MMCAP Office, the requested report must be customized to report data specific to the requesting entity.

23.1. Monthly Sales Data Usage Reports for the MMCAP Office. Vendor will supply to the MMCAP Office accurate monthly sales data on or before the 10th day of the subsequent calendar month (e.g., June’s data will be due on July 10th). The report must include Product and dollar spend amount sorted in descending order and grouped by Product category. Also, the report MUST include the information set forth below for every transaction between the Vendor and the MMCAP Participating Facility:

   a. The Table 1 details the required fields for the sales data report.
   b. The Table 2 details the required record layout in fixed record format.

23.2. Administrative Fee Data Report. The Vendor must submit a monthly Administrative Fee Data Report with each Administrative Fee payment that includes sales made direct from Vendor to the MMCAP Participating Facility.

The monthly Administrative Fee Data Report must contain the fields included in Section 23.1 above as those fields apply to this Contract. A detailed data file in Microsoft Excel format will be provided upon request. All required Administrative Fee Data Reports must be sent to: Mn.MMCAP@state.mn.us on or before the 10th day of the second subsequent month (e.g., June’s data will be due July 10th). Failure to comply with this provision may constitute breach of this Contract. In the event the Vendor is delinquent in any undisputed Administrative Fees, MMCAP reserves the right to terminate this Contract as set forth in section 22. Cancellation and to reject any proposal submitted by the Vendor in any subsequent solicitations for medical supplies and non-pharmacy products.

(Balance of Page Intentionally Left Blank)
<table>
<thead>
<tr>
<th>Required Data Field for Sales Data Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>MMCAP-assigned facility ID</td>
</tr>
<tr>
<td>MMCAP Facility Name</td>
</tr>
<tr>
<td>Vendor Distribution Center Code</td>
</tr>
<tr>
<td>Vendor-assigned Account number for the MMCAP Facility</td>
</tr>
<tr>
<td>Invoice Number</td>
</tr>
<tr>
<td>Invoice Line Number</td>
</tr>
<tr>
<td>Purchase Order Number</td>
</tr>
<tr>
<td>Invoice date (mm/dd/yyyy)</td>
</tr>
<tr>
<td>Buyer name or equivalent of buyer ID for person submitting the invoices</td>
</tr>
<tr>
<td>Vendor's (distributor) SKU item number</td>
</tr>
<tr>
<td>NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.</td>
</tr>
<tr>
<td>Label Name</td>
</tr>
<tr>
<td>Unit Dose</td>
</tr>
<tr>
<td>Pack Size</td>
</tr>
<tr>
<td>Unit</td>
</tr>
<tr>
<td>Case Size</td>
</tr>
<tr>
<td>Dose</td>
</tr>
<tr>
<td>Strength</td>
</tr>
<tr>
<td>Route</td>
</tr>
<tr>
<td>Unit Price (999,999.9999)</td>
</tr>
<tr>
<td>Quantity ordered (not Vendor repackaged or re-bundled quantity) (999,999.9999)</td>
</tr>
<tr>
<td>Quantity shipped (not Vendor repackaged or re-bundled quantity) (999,999.9999)</td>
</tr>
<tr>
<td>Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (999,9999.9999)</td>
</tr>
<tr>
<td>Type of transaction (MMCAP contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract</td>
</tr>
<tr>
<td>Bill to Address 1</td>
</tr>
<tr>
<td>Bill to City</td>
</tr>
<tr>
<td>Bill to State (2 alpha postal code)</td>
</tr>
<tr>
<td>Bill to Zip (standard 5-4 format, no dash necessary)</td>
</tr>
<tr>
<td>Ship to Address 1</td>
</tr>
<tr>
<td>Ship to City</td>
</tr>
<tr>
<td>Ship to State (2 alpha postal code)</td>
</tr>
<tr>
<td>Ship to Zip (standard 5-4 format, no dash necessary)</td>
</tr>
<tr>
<td>Service Fee (9999.9999)</td>
</tr>
<tr>
<td>MMCAP Contract Number (MMSxxxxx)</td>
</tr>
<tr>
<td>Admin fee for non-contract items (9999,9999)</td>
</tr>
<tr>
<td>Credit Indicator (C for credit)</td>
</tr>
<tr>
<td>MMCAP Assigned Wholesaler Code (Codes will be assigned to PPV's during implementation period of the contract)</td>
</tr>
<tr>
<td>Manufacture Name (MPG Name)</td>
</tr>
<tr>
<td>Class of Trade</td>
</tr>
<tr>
<td>340b Purchase</td>
</tr>
</tbody>
</table>
### Table 2: Monthly Sales Data Usage Report—Fixed Length Fields

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Data Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>MACAP Assigned Facility ID</td>
<td>Alpha Num</td>
<td>Field contains MACAP ID</td>
</tr>
<tr>
<td>MACAP Facility Name</td>
<td>Alpha Num</td>
<td>Field contains MACAP Facility Name</td>
</tr>
<tr>
<td>Vendor Distribution Center Code</td>
<td>Alpha Num</td>
<td>Field contains Vendor Distribution Center Code</td>
</tr>
<tr>
<td>WHS Assigned Account Number for the MACAP Facility</td>
<td>Alpha Num</td>
<td>Field contains WHS Assigned Account Number for the MACAP Facility</td>
</tr>
<tr>
<td>Facility Number</td>
<td>Alpha Num</td>
<td>Field contains Facility Number</td>
</tr>
<tr>
<td>Outside Line Number</td>
<td>Alpha Num</td>
<td>Field contains Outside Line Number</td>
</tr>
<tr>
<td>Purchase Order Number</td>
<td>Alpha Num</td>
<td>Field contains Purchase Order Number</td>
</tr>
<tr>
<td>Invoice Date (Invoiced)</td>
<td>Alpha Date</td>
<td>Field contains Invoice Date (Invoiced)</td>
</tr>
<tr>
<td>Buyer Name or assigned ID (ID beyond extending the invoice)</td>
<td>Alpha Num</td>
<td>Field contains Buyer Name or assigned ID (ID beyond extending the invoice)</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Alpha Num</td>
<td>Field contains Vendor Name</td>
</tr>
<tr>
<td>MACAP Assigned Facility ID</td>
<td>Alpha Num</td>
<td>Field contains MACAP ID</td>
</tr>
<tr>
<td>Unit</td>
<td>Alpha Num</td>
<td>Field contains Unit</td>
</tr>
<tr>
<td>Case Size</td>
<td>Alpha Num</td>
<td>Field contains Case Size</td>
</tr>
<tr>
<td>Foot Size</td>
<td>Alpha Num</td>
<td>Field contains Foot Size</td>
</tr>
<tr>
<td>Gross</td>
<td>Alpha Num</td>
<td>Field contains Gross</td>
</tr>
<tr>
<td>Weight</td>
<td>Alpha Num</td>
<td>Field contains Weight</td>
</tr>
<tr>
<td>Length</td>
<td>Alpha Num</td>
<td>Field contains Length</td>
</tr>
<tr>
<td>Length Price (without fixed quantity)</td>
<td>Alpha Num</td>
<td>Field contains Length Price (without fixed quantity)</td>
</tr>
<tr>
<td>Quantity ordered (in vendor packaging or re-packaged)</td>
<td>Alpha Num</td>
<td>Field contains Quantity ordered (in vendor packaging or re-packaged)</td>
</tr>
<tr>
<td>Quantity shipped (in vendor packaging or re-packaged)</td>
<td>Alpha Num</td>
<td>Field contains Quantity shipped (in vendor packaging or re-packaged)</td>
</tr>
<tr>
<td>Extension price</td>
<td>Alpha Num</td>
<td>Field contains Extension price</td>
</tr>
<tr>
<td>Type of transaction</td>
<td>Alpha Num</td>
<td>Field contains Type of transaction</td>
</tr>
<tr>
<td>Sold to Address 1</td>
<td>Alpha Num</td>
<td>Field contains Sold to Address 1</td>
</tr>
<tr>
<td>Sold to City</td>
<td>Alpha Num</td>
<td>Field contains Sold to City</td>
</tr>
<tr>
<td>Sold to State (2 alpha postal code)</td>
<td>Alpha Num</td>
<td>Field contains Sold to State (2 alpha postal code)</td>
</tr>
<tr>
<td>MACAP Assigned Account Number</td>
<td>Alpha Num</td>
<td>Field contains MACAP Assigned Account Number</td>
</tr>
<tr>
<td>Ship to Address 1</td>
<td>Alpha Num</td>
<td>Field contains Ship to Address 1</td>
</tr>
<tr>
<td>Ship to City</td>
<td>Alpha Num</td>
<td>Field contains Ship to City</td>
</tr>
<tr>
<td>Ship to State (2 alpha postal code)</td>
<td>Alpha Num</td>
<td>Field contains Ship to State (2 alpha postal code)</td>
</tr>
<tr>
<td>Ship to City</td>
<td>Alpha Num</td>
<td>Field contains Ship to City</td>
</tr>
<tr>
<td>Credit Code of the account</td>
<td>Alpha Num</td>
<td>Field contains Credit Code of the account</td>
</tr>
<tr>
<td>MACAP Assigned Wholesale Code (Alpha)</td>
<td>Alpha Num</td>
<td>Field contains MACAP Assigned Wholesale Code (Alpha)</td>
</tr>
<tr>
<td>Manufacturer Name</td>
<td>Alpha Num</td>
<td>Field contains Manufacturer Name</td>
</tr>
<tr>
<td>Item Purchase</td>
<td>Alpha Num</td>
<td>Field contains Item Purchase</td>
</tr>
</tbody>
</table>

(Balance of Page Intentionally Left Blank)
24. E-Verify certification (In accordance with Minn. Stat. § 16C.075)
For services valued in excess of $50,000, Vendor certifies that as of the date of services performed on behalf of the State, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mn.gov/admin.state.mn.us/doc/EVerifySubCertForm.doc. All subcontractor certifications must be kept on file with Vendor and made available to the State upon request.

1. AMERICAN BIO MEDICA CORPORATION
   The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.
   By: [Signature]
   Title: [Position]
   Date: [Date]

2. STATE OF MINNESOTA FOR MMCAP
   In accordance with Minn. Stat. § 16C.03, subd. 3
   By: [Signature]
   Title: [Position]
   Date: [Date]

3. COMMISSIONER OF ADMINISTRATION
   In accordance with Minn. Stat. § 16C.05, subd. 2
   By: [Signature]
   Title: [Position]
   Date: [Date]
Attachment A: Products and Services Pricing

[PLEASE INSERT GSA CONTRACT NO. AND PRODUCTS AND SERVICES PRICING]

[The Balance of This Page is Intentionally Left Blank]
### Rapid TOX Cassette

<table>
<thead>
<tr>
<th>Substance</th>
<th>Drug Cassette</th>
<th>Detected</th>
<th>Cutoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apomorphine</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Buprenorphine</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Benzphetamine</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Buprenorphine (BUP)</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Cocaine</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Fentanyl</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Methadone</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Methamphetamine</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Oxymorphone</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Propofol</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>THC (Cannabidiol)</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Tramadol Hydrochloride</td>
<td>Yes</td>
<td>50</td>
<td>1.14</td>
</tr>
<tr>
<td>Codeine</td>
<td>Yes</td>
<td>50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Codeine Hydrochloride</td>
<td>Yes</td>
<td>50</td>
<td>$1.85</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>Yes</td>
<td>50</td>
<td>$2.25</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>Yes</td>
<td>50</td>
<td>$2.25</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>Yes</td>
<td>50</td>
<td>$2.25</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
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<td>50</td>
<td>$2.25</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>Yes</td>
<td>50</td>
<td>$2.25</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>Yes</td>
<td>50</td>
<td>$2.25</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>Yes</td>
<td>50</td>
<td>$3.00</td>
</tr>
</tbody>
</table>

### Rapid Drug Screen cards

<table>
<thead>
<tr>
<th>Substance</th>
<th>Card</th>
<th>Detected</th>
<th>Cutoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbiturates</td>
<td>Rapid Check</td>
<td>No</td>
<td>$5.00</td>
</tr>
<tr>
<td>Ketamine</td>
<td>Ketamine</td>
<td>No</td>
<td>$6.00</td>
</tr>
<tr>
<td>Methadone</td>
<td>Methadone</td>
<td>No</td>
<td>$9.00</td>
</tr>
<tr>
<td>Methamphetamine</td>
<td>Methamphetamine</td>
<td>No</td>
<td>$9.00</td>
</tr>
<tr>
<td>Oxymorphone</td>
<td>Oxymorphone</td>
<td>No</td>
<td>$9.00</td>
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</table>

### Rapid Drug Screen (Ul format)

<table>
<thead>
<tr>
<th>Substance</th>
<th>Format</th>
<th>Detected</th>
<th>Cutoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cocaine</td>
<td>Ul</td>
<td>No</td>
<td>$2.85</td>
</tr>
<tr>
<td>Methamphetamine</td>
<td>Ul</td>
<td>No</td>
<td>$3.00</td>
</tr>
<tr>
<td>Methadone</td>
<td>Ul</td>
<td>No</td>
<td>$4.00</td>
</tr>
<tr>
<td>Oxymorphone</td>
<td>Ul</td>
<td>No</td>
<td>$4.15</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>Ul</td>
<td>No</td>
<td>$4.15</td>
</tr>
<tr>
<td>THC</td>
<td>Ul</td>
<td>No</td>
<td>$4.15</td>
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</tbody>
</table>

### Rapid TOX Cap II: multi-digested subheading testing product

<table>
<thead>
<tr>
<th>Substance</th>
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</thead>
<tbody>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
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</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
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</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
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</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>$3.35</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
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</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>$2.75</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>$3.45</td>
</tr>
<tr>
<td>AMPH/COCAINE/PEP300/THC</td>
<td>$4.15</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
</tr>
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<td>-------------</td>
</tr>
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<td>AMMPDCCPPSRTTHC</td>
</tr>
<tr>
<td>10-1280-999</td>
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</tr>
<tr>
<td>10-1280-991</td>
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</tr>
<tr>
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<tr>
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</tbody>
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