Statewide Price Agreement Amendment

Awarded Vendor:
0000012690
Phamatech, Inc.
10151 Barnes Canyon Road
San Diego CA 92121
Telephone No.: (888) 635-5840

Price Agreement Number: 40-000-14-00109

Term: June 16, 2014 – September 30, 2019

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

Invoice:
As Requested

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

Title: Urinalysis Testing / Drugs of Abuse and Services (MMCAP – Amendment 5 / Contract MMS14035)

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 October 1, 2018 to September 30, 2019 at the same price, terms and conditions.

This Price Agreement may be extended if the Minnesota Multi-State Contract Alliance for Pharmacy (MMCAP) is extended, upon approval of all parties. CONTRACT PRICES: ALL PRICES CAN BE FOUND AT www.mmcap.org. AN ACCESS CODE IS NEEDED TO VIEW THE PRICE LISTS. IF YOU DO NOT HAVE AN ACCESS CODE, CONTACT THERESA MENDIBLES (505-827-0499) AT THE STATE PURCHASING DIVISION, TO REGISTER TO UTILIZE THIS COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA.

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

[Signature]
New Mexico State Purchasing Agent

Date: 7/23/2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
AMENDMENT NO. 5 TO MMCAP CONTRACT NO. MMS14035

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 Phamatech, Inc., 15175 Innovation Drive, San Diego, CA 92128 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14035 (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, will be deleted in its entirety and replaced with the following:

1.2 Expiration Date: September 30, 2019, or as cancelled pursuant to section 39.

Revision 2: Effective when signed the address for Phamatech Inc., will change to 15175 Innovation Drive, San Diego, CA 92128

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. PHAMATECH, INC.
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: Juan H. Phary / CEO - President
Date: 06/25/18

2. STATE OF MINNESOTA FOR MMCAP

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

By: [Signature]
Title: Pharmacist Sr.
Date: 6-29-18

3. COMMISSIONER OF ADMINISTRATION

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

By: [Signature]
Title: SPA-C
Date: 6-29-18
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor:  
0000012690  
Phamatech, Inc.  
10151 Barnes Canyon Road  
San Diego CA  92121  
Telephone No.: (888) 635-5840

Price Agreement Number: 40-000-14-00109
Price Agreement Amendment No.: Three
Term: June 16, 2014 – September 30, 2018

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

Procurement Specialist: Natalie Martinez  
Telephone No.: (505) 827-0251

Invoice:  
As Requested

Title: Urinalysis Testing / Drugs of Abuse and Services MMCAP – (Amendment No. 4; MMS14035)

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 October 1, 2017 to September 30, 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: 9/29/2017

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM  87502-6850 (505) 827-0472
AMENDMENT NO. 4 TO MMCAP CONTRACT NO. MMS14035

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 Phamatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121 ("Vendor").

MMCAP has a contract with the Vendor Identified as Contract No. MMS14035 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment (LAK)

Revision 1: Effective when signed Section 1.2 Expiration date, will be deleted in its entirety and replaced with the following:

1.2. Expiration date: September 30, 2018, or as cancelled pursuant to Section 39, with a one-year extension for a total contract not to exceed five years.

Revision 2: Effective when signed, Attachment A, which is attached and incorporated, lists the most current and updated products and services pricing. Attachment A: MMCAP Drug and Alcohol Testing Products and Services Pricing, has changes hi-lighted in yellow.

Revision 3: Effective when fully signed, the following new contract article will be added to the Original Contract:

43 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)
Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this article, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Revision 4: Effective when signed, Article 2.9 Administrative Fee, of the Original Contract, is amended to change the administrative fee remittance address to:

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

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

1. PHAMATECH, INC.
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: Director
Date: 09/23/2017

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

By: _________________
Title: Ams
Date: 9/28/2017

3. COMMISSIONER OF ADMINISTRATION
   In accordance with Minn. Stat. § 16C.05, subd. 2

By: ____________________________
Title: Pharmacist Sr.
Date: 9-29-17
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000012690
Phamatech, Inc.
10151 Barnes Canyon Road
San Diego CA 92121
Telephone No.: (888) 635-5840

Price Agreement Number: 40-000-14-00109
Price Agreement Amendment No.: Two
Term: June 16, 2014 – September 30, 2017

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

Procurement Specialist: Natalie Martinez
Telephone No.: (505) 827-0251

Invoice:
As Requested

Title: Urinalysis Testing / Drugs of Abuse and Services MMCAP – (Amendment No. 3; MMS14035)

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 October 1, 2016 to September 30, 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: 9/21/2016

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
AMENDMENT NO. 3 TO MMCAP CONTRACT NO. MMS14035

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 Pharmatech, Inc., 10161 Barnes Canyon Road, San Diego, CA 92121 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14035 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Effective when signed Section 1.2 Expiration date, will be deleted in its entirety and replaced with the following:

1.2. Expiration date: September 30, 2017, or as cancelled pursuant to Section 39, with 2 one-year extensions for a total contract not to exceed five years.

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. PHAMATECH, INC.
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: [Title]
Date: [Date]

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

By: [Signature]
Title: [Title]
Date: [Date]

3. COMMISSIONER OF ADMINISTRATION
   In accordance with Minn. Stat. § 16C.05, subd. 2

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

Statewide Price Agreement Amendment

Awarded Vendor:
0000012690
Phamatech, Inc.
10151 Barnes Canyon Road
San Diego, CA. 92121

Telephone No.: (888) 635-5840

Price Agreement Number: 40-000-14-00109

Price Agreement Amendment No.: One

Term: As per the agreement

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

Invoice:
As Requested

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

Title: Urinalysis Testing / Drugs of Abuse and Services / MMCAP Contract # MMS14035

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 July 01, 2015 to September 30, 2016 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

New Mexico State Purchasing Agent

Date: 05/12/2015

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

MR.
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 Phamatech, Inc., 10151 Barnes Canyon Rd. San Diego, CA 92121 ("Vendor").

Pursuant to Minnesota Statutes Section 16C.03, the Commissioner of Administration may enter in 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(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.

1. Term of Contract
1.1. Effective date: October 1, 2014, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2. Expiration date: September 30, 2016, or as cancelled pursuant to Section 39.


2. Products and Services Pricing.

2.1. Products and Services. The Vendor will distribute drug testing Products and provide Services, as set forth in Attachments A and B, which are attached and incorporated to this Contract (collectively referred to as the "Products and Services") to Member Facilities including.

2.2. Products and Services Pricing. Vendor will distribute and supply the Products and Services as set forth on Attachment A: Products and Service Pricing. Vendor's MMCAP Product pricing is based off of its GSA pricing schedule. Vendor offers an additional 5% discount on the pricing for payments received within 15 days of invoice receipt. UPS ground shipping will be free for all orders over $200.

3. Member Facilities.

3.1. Membership List. 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.
3.2. **Updates.** MMCAP reserves the right to add and delete Member Facilities during the term of this Contract.

4. **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.

5. **Purchase Orders.** As a condition for purchasing under this Contract, purchasers must be Member Facilities in good standing with MMCAP. Then, a Member Facility may purchase goods and services by submitting Purchase Orders. Member Facilities 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 supersede such conflicting or contrary terms.

5.1. **Payment of Purchase Orders.** Each Member 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 Facility. Vendor agrees to invoice the Member Facility for all Products shipped or Services provided. Vendor will upon request by Member accept Electronic Funds Transfer (EFT) for payment. At time of new account set up, the Member Facility will initiate this process with its bank.

5.2. **Verification of Authorized Purchasers.** Upon request of MMCAP, Vendor must verify that it provides goods and services under this Contract only to Member Facilities.

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

5.4. **Termination of Individual Purchase Orders.** Member Facilities 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 Member Facility 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 Member Facility 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 Member Facility.

   d. Termination of a standing Purchase Order does not extinguish or prejudice the Member Facility’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 Member Facility to indemnification by Vendor or enforcement of a warranty. If a standing Purchase Order is terminated, the Member Facility must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the Member Facility.

5.5 **Jurisdiction and Venue.** Upon completion of the Dispute Resolution process outlined in this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General’s Office, the Member Facility may bring a claim, action, suit or proceeding against Vendor. The
Member Facility’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 outlined in this Contract, the Vendor may bring a claim, action, suit or proceeding
against Member Facility, in Vendor’s sole discretion.

5.6 Payment. Vendor accepts the following methods of payment:
   a. Check
   b. Electronic Funds Transfer/ ACH Direct Deposit
   c. Credit Card (Visa, MasterCard, and American Express)
   d. MMCAP Members may choose to save a credit card on file for future orders
   e. MMCAP Members may choose to save a credit card number on file, or pay by credit card at the time
      of order. Other Members prefer to receive an invoice prior to payment.

       Vendor’s remittance address is:
       Phamatech, Inc.
       10151 Barnes Canyon Rd.
       San Diego, CA 92121

6. 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 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 37. 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.

7. Customer Service. MMCAP Members may reach Vendor customer service at: 888-635-5840. Hours
of operation are Monday thru Friday 6 am to 5pm pacific standard time. Vendor will respond to all
MMCAP Participating Facilities (including Hawaii and Alaska) on the same day of the inquiry. After
hours inquiries are directed to an on-call cell phone and will be answered via email as well.

7.1. 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:
   a. Proper maintenance and management of the MMCAP Contract, including timely execution of all
      amendments
   b. Timely response to all MMCAP inquiries
   c. Performance of the business review as described in section 20.
   d. 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.
7.2. Required Vendor Personnel Assigned to MMCAP.
   a. Benjamin Wilkin. Oversees all MMCAP Members, initiates new MMCAP Members for setup, troubleshooting and account management during entire MMCAP contract.
   b. Lydia Jackson. Account management, helps with any IT delays or problems, and fields questions.

8. Inventory Management. All MMCAP Contracted Products are either in stock or available in 3 weeks (for orders under 2000 units). Vendor will only need ramp up time for orders over 2000 units. This time varies depending on order size. Any notifications of Product additions will be sent to MMCAP staff first in order to gauge the best outlet at that time for member receipt. Vendor may also contact current MMCAP Members directly. All specialized orders (under 2000 units) will be available within 3 weeks of order receipt.

9. Vendor Service Level Requirements. Vendor strives to provide 100% of each order placed in as short as time possible. Upon request, Vendor will provide a partial order if the MMCAP Member needs supplies expedited while production is still in process. Otherwise, Vendor will provide 100% of the placed order within 3 weeks of order receipt.

10. Product Ordering Instructions. MMCAP Members have several options available for Product orders: customized templates that maybe emailed or faxed, direct calls to Customer Service and/or Vendor Personnel above, written emails to Vendor Personnel. Initial account setup will determine the preference for each MMCAP Member.

11. Product Delivery. Product delivery is completely dependent on the current stock of the item. If the item is in stock, it will be shipped out via UPS ground the next day (sometimes same day depending on time of order). If item is out of stock, complete order, fewer than 2000 units, will be shipped out within 3 weeks of receipt of order. MMCAP Members may request expedited shipping at their own cost.

12. Invoicing. Invoices are sent out at the end of the month for the current month’s Services and Product sales. Standard terms are net 30. Vendor may customize features of its invoicing system upon request. Vendor offers a 5% discount off the Contract price for payments received within 15 days of invoice receipt.

13. Credits and Rebills for Return. All MMCAP Members will have the ability to return items within 30 days of receipt. MMCAP Members must contact Vendor Personnel to notify the reason for return. Vendor will then issue a UPS ground label(s) for proper return of items. MMCAP Members will receive a full credit on the next month’s invoice.

14. Price Audits and Corrections. In the event an MMCAP Member notes a discrepancy on an invoice, Vendor Personnel will cross check the invoice issued with the MMCAP Member’s Contract pricing. If a discrepancy is confirmed, Vendor will issue a credit for the difference on the following invoice.

15. Charge backs. Any credits will be issued to an MMCAP Member in following month’s invoice.

16. Invoice Disputes. Any invoice disputes will be handled directly by one of the Vendor Personnel. Vendor attempts to provide more than enough clarification and information during account setup and throughout the contract to help avoid these types of situations.

17. Products Returned to the Vendor. All Products may be returned to Vendor within 30 days of receipt of items. All credits will be issued on the following monthly invoice.
18. **Product Recalls.** If a Product is recalled, all MMCAP Members who have been provided this Product will be notified immediately with instructions on how to return to Vendor. Depending on the situation, Vendor will offer either a full credit or Product replacement.

19. **Dispute Resolution.** Vendor and MMCAP will handle dispute resolution for unresolved contract issues using the following procedure:

19.1. **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.

19.2. **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.

19.3. **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.

19.4. **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.

19.5. **No Waiver.** This clause will in no way limit or waive either party’s right to seek available legal or equitable remedies.

20. **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.

21. **Contract Compliance.** All Vendor Personnel assigned to MMCAP have current Contract copies in their files available to them at all times. They are also routinely updated and trained to help fully comply with the contracts under their supervision.

22. **Authorized Representative.**

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

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

23.1. 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.

23.2. 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.

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

23.4. 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.

24. Indemnification. The Vendor must indemnify, save, and hold MMCAP, Member 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 and Services under this Contract, when the Product and Services 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.

25. 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.


26.1. 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. 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 Vendor’s 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. 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.

26.2. 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.

27. Insurance Requirements

27.1. Minimum Coverage. Vendor must maintain the following insurance (or a comparable program of self-insurance) in force and effect throughout the term of the Contract. Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies (or of their program of self-insurance):

a. 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.

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

c. 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

27.2. Additional Insurance Conditions:

a. 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;

b. 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

c. Vendor is responsible for payment of Contract related insurance premiums and deductibles;

d. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;

e. 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

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.

27.3. Coverage Compliance. 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.

28. 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.

29. Publicity and Endorsement.

29.1. 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.

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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:
   c. Exercise any remedy provided by law or equity; or
   d. Terminate the Contract or any portion thereof, including any orders issued against the Contract.

35. 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.

36. 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 563A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State’s Office.

37. 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.

37.1. 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.

37.2. 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 as set forth 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: 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 39. Cancellation and to reject any proposal submitted by the Vendor in any subsequent solicitations.
Table 1: Required Data Field for Sales Data Report

<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 (mmddcyyy)</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 (999999.999)</td>
</tr>
<tr>
<td>Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999.9999)</td>
</tr>
<tr>
<td>Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)</td>
</tr>
<tr>
<td>Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.9999)</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 (MMSxxxxxx)</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>Field Name</th>
<th>Data Type</th>
<th>Format byte offsets are to be interpreted</th>
<th>Size</th>
<th>Begin Column</th>
<th>End Column</th>
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</thead>
<tbody>
<tr>
<td>MMCAP assigned facility ID</td>
<td>Alpha Numebers</td>
<td></td>
<td></td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>MMCAP Facility Name</td>
<td>MMCAP *16</td>
<td>Alpha Numebers</td>
<td></td>
<td>5</td>
<td>57</td>
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<tr>
<td>Vendor Distribution Center Code</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
<td></td>
<td>58</td>
<td>63</td>
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<tr>
<td>Membership assigned Account Center for the MMCAP facility</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
<td></td>
<td>64</td>
<td>69</td>
</tr>
<tr>
<td>Membership</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
<td></td>
<td>70</td>
<td>75</td>
</tr>
<tr>
<td>Member Name</td>
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<tr>
<td>Member ID</td>
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<td>Alpha Numebers</td>
<td></td>
<td>82</td>
<td>87</td>
</tr>
<tr>
<td>Billing Code</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
<td></td>
<td>88</td>
<td>93</td>
</tr>
<tr>
<td>Account Code</td>
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<td>Alpha Numebers</td>
<td></td>
<td>94</td>
<td>99</td>
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<td>Customer Account Number</td>
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<td></td>
<td>100</td>
<td>105</td>
</tr>
<tr>
<td>Account Date (MM/DD/YYYY)</td>
<td>Date</td>
<td></td>
<td></td>
<td>105</td>
<td>111</td>
</tr>
<tr>
<td>Line item for Member Account Number</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
<td></td>
<td>112</td>
<td>117</td>
</tr>
<tr>
<td>Account Date (MM/DD/YYYY)</td>
<td>Date</td>
<td></td>
<td></td>
<td>117</td>
<td>123</td>
</tr>
<tr>
<td>Freight</td>
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<td>129</td>
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<tr>
<td>Unit Price (US dollars)</td>
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<td>135</td>
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<tr>
<td>Line Item for Member Account Number</td>
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<td>Alpha Numebers</td>
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<td>Incremental</td>
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<td>147</td>
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<tr>
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<td>153</td>
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<tr>
<td>Member Account Number</td>
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<td>159</td>
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<td>189</td>
</tr>
<tr>
<td>Member Account Number</td>
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<td>Alpha Numebers</td>
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<td>195</td>
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<td>Member Account Number</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
<td></td>
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<td>201</td>
</tr>
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<td>Member Account Number</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
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<td>207</td>
</tr>
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<td>Member Account Number</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
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<tr>
<td>Member Account Number</td>
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<td>214</td>
<td>219</td>
</tr>
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<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
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<td>220</td>
<td>225</td>
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<td>Member Account Number</td>
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<td>Alpha Numebers</td>
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<td>Member Account Number</td>
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<td>Alpha Numebers</td>
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<td>243</td>
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<tr>
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<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
<td></td>
<td>244</td>
<td>249</td>
</tr>
<tr>
<td>Member Account Number</td>
<td>MMCAP_Name</td>
<td>Alpha Numebers</td>
<td></td>
<td>250</td>
<td>255</td>
</tr>
</tbody>
</table>

38. 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 Member Facilities, 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 under this Contract. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at: http://www.mnd.admin.state.mn.us/doc/EVerifySubCertForm.doc. All subcontractor certifications must be kept on file with Vendor and made available to MMCAP upon request.

39. 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.

40. 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.

41. Shareback Credits

Vendor will manage, at no additional cost to the MMCAP Office, the MMCAP Members, or the MMCAP Participating Facilities, the MMCAP annual shareback credit according to the schedule below:
a. The MMCAP Office will provide Vendor with (i) an accurate list of MMCAP Participating Facilities receiving a credit, (ii) the Vendor account number, facility name, facility address, facility city, facility state, and the credit amount for each facility, and (iii) a check for the total amount of all credits to be provided.

b. Vendor must apply the credit to all listed MMCAP Participating Facilities within fifteen (15) business days of the receipt of the funds and an accurate listing of the MMCAP Participating Facilities entitled to receive a credit.

c. Within thirty (30) business days of the receipt of the funds, Vendor must provide to the MMCAP Office an Excel Spreadsheet detailing the credit memo information. This Excel listing must include the following fields: distribution center, account number, facility name, facility address, facility city, facility state, DEA, HIN, date of credit memo, credit memo number, and credit memo amount.

d. Within sixty (60) business days of the receipt of the funds, Vendor will refund to the MMCAP Office any remaining dollars for which it was unable to issue credit; this may be for any MMCAP Participating Facilities that were determined to no longer be valid members or that were not able to be located for any variety of reasons. Vendor will work with the MMCAP Office to identify all MMCAP Participating Facilities to the best of its ability in an effort to issue all necessary credits before refunding dollars back to the MMCAP Office.

e. Upon initiating the refund to the MMCAP Office, Vendor will provide a copy of the original Shareback Credit spreadsheet detailing the credit information (received from the MMCAP Office), the reasons for non-application of funds, and the dollar amount of the funds being returned to the MMCAP Office.

---

1. PHAMATECH, INC.
By: Ben Wilkins
Title: National Sales Consultant
Date: 12-01-2014

2. STATE OF MINNESOTA FOR MMCAP
By: Jordan Christiansen
Title: Pharmacy Analyst
Date: 10-1-2014

3. COMMISSIONER OF ADMINISTRATION
By: (Signature)
Title: Pharmacist Sr.
Date: 10-3-14
## Attachment A: Phamatech Inc.
### MMCAP Drug and Alcohol Testing Products and Services 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/Case</th>
<th>MMCAP Price/each</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breath Testing Devices</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cards or Cassettes</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dipstick</td>
<td>9100T</td>
<td>1 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td>YES</td>
<td>50</td>
<td>$0.75</td>
</tr>
<tr>
<td></td>
<td>9101T</td>
<td>1 panel Instant Dip Test (available drugs: BUP &amp; PPX)</td>
<td></td>
<td>50</td>
<td>$1.50</td>
</tr>
<tr>
<td></td>
<td>9200T</td>
<td>2 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>50</td>
<td>$1.20</td>
</tr>
<tr>
<td></td>
<td>9300T</td>
<td>3 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>50</td>
<td>$1.45</td>
</tr>
<tr>
<td></td>
<td>9400T</td>
<td>4 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>50</td>
<td>$1.75</td>
</tr>
<tr>
<td></td>
<td>9500T</td>
<td>5 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td>YES</td>
<td>50</td>
<td>$1.95</td>
</tr>
<tr>
<td></td>
<td>9600T</td>
<td>6 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>50</td>
<td>$2.55</td>
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<tr>
<td></td>
<td>9700T</td>
<td>7 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>50</td>
<td>$3.05</td>
</tr>
<tr>
<td></td>
<td>9800T</td>
<td>8 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>50</td>
<td>$3.45</td>
</tr>
<tr>
<td></td>
<td>9900T</td>
<td>9 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
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<td>50</td>
<td>$3.70</td>
</tr>
<tr>
<td>Combination/Collection/Test Cups</td>
<td>1000T</td>
<td>10 panel Instant Dip Test (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td>YES</td>
<td>50</td>
<td>$3.85</td>
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<tr>
<td>-------------------------------</td>
<td>-------</td>
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<td>-----</td>
<td>----</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td>9300Z</td>
<td>3 panel Integrated Cup (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>25</td>
<td>$2.40</td>
</tr>
<tr>
<td></td>
<td>9400Z</td>
<td>4 panel Integrated Cup (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>25</td>
<td>$2.75</td>
</tr>
<tr>
<td></td>
<td>9500Z</td>
<td>5 panel Integrated Cup (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td>YES</td>
<td>25</td>
<td>$2.95</td>
</tr>
<tr>
<td></td>
<td>9600Z</td>
<td>6 panel Integrated Cup (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
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<td>25</td>
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<td>9700Z</td>
<td>7 panel Integrated Cup (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
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<td>25</td>
<td>$3.75</td>
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<tr>
<td></td>
<td>9701Z</td>
<td>7 panel Integrated Cup (available drugs: AMP, BARB, BENZ, BUP, COC, OPI, THC)</td>
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<td>25</td>
<td>$3.75</td>
</tr>
<tr>
<td></td>
<td>9800Z</td>
<td>8 panel Integrated Cup (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
<td></td>
<td>25</td>
<td>$4.25</td>
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<tr>
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<td>9801Z</td>
<td>8 panel Integrated Cup (available drugs: AMP, BENZ, COC, K2, METH, OPI, OXY, THC)</td>
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<tr>
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<td>1000Z</td>
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<td>25</td>
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<td>9500ZA</td>
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<td>1000ZA</td>
<td>10 panel Integrated Cup w/adulteration (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
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<td>Blind Testing</td>
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<td>Drug Screening</td>
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<td>Laboratory Screen (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
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<tr>
<td>Confirmatory Testing</td>
<td>71002-1C</td>
<td>Laboratory Confirmation by GC/MS or LC/MS/MS (available drugs: AMP, BARB, BENZ, COC, MDMA, MTD, METH, OPI, OXY, PCP, THC)</td>
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<td>Adulterant Testing</td>
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<td>Laboratory Validity Testing (Includes pH, Creatinine, Nitrite, Chromate, Specific Gravity)</td>
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### Specimen Collection Services

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<td>Enter over night hours (e.g. 12:01 AM - 8:00 AM)</td>
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<tr>
<td>Blood - Fixed Site</td>
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<tr>
<td>-------------------</td>
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<td>Enter over night hours (e.g. 12:01 AM - 8:00 AM)</td>
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<td>Enter Weekends and Holidays hours</td>
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<table>
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<tr>
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<td>Enter over night hours (e.g. 12:01 AM - 8:00 AM)</td>
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<td>Hair-Mobile Site</td>
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<tr>
<td>Enter evening hours (e.g. 5:01 PM - 12:00 Midnight)</td>
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<thead>
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<th>Saliva-Mobile Site</th>
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<td>Enter overnight hours (e.g. 12:01 AM - 8:00 AM)</td>
<td>On call for pre-determined region</td>
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<td>Enter Weekends and Holidays hours</td>
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<td><strong>Saliva - Fixed Site</strong></td>
<td>8:00 AM - 5:00 PM</td>
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<tr>
<td>Enter evening hours (e.g. 5:01 PM - 12:00 Midnight)</td>
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<tr>
<td>Enter overnight hours (e.g. 12:01 AM - 8:00 AM)</td>
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<tr>
<td>Enter Weekends and Holidays hours</td>
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<tr>
<td>Enter Weekends and Holidays hours</td>
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<tr>
<td><strong>Urine: Mobile Site</strong></td>
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<td></td>
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<tr>
<td>------------------------</td>
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<td>Enter day hours (e.g. 8:00 AM - 5:00 PM)</td>
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<thead>
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<td>Enter Weekends and Holidays hours</td>
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<tr>
<th><strong>Medical Review Officer Services</strong></th>
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<tr>
<td>Test Result Review</td>
<td>Service I.D. No.</td>
<td>Description</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Networked MRO review for all facility/client results (not including positive only)</td>
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| **Education and Training Services** |  |  |
|-------------------------------------|------------------------|------------------------|------------------------|
| Education and Training              | Service ID No.         | Description | Total Price |
| In-Person per hour                  |                        | 0                      | 0                      |
| Online per hour                     |                        | 0                      | 0                      |

| **Expert Witness Testimony Services** |  |  |
|--------------------------------------|------------------------|------------------------|------------------------|
| Expert Witness Testimony             | Service I.D. No.       | Description | Total Price |
| By Phone per hour                    |                        | 0                      | $50.00 |
| In-Person per hour                   |                        | 0                      | $50.00 |

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<table>
<thead>
<tr>
<th>Data Reporting/Integration</th>
<th>Service ID No.</th>
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<tr>
<td>Per Test Result Reports</td>
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<tr>
<td>Data Integration</td>
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</table>

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ATTACHMENT B: SERVICES

I. Specimen Collection

A. Collection Network. Vendor will utilize its own specimen collection facilities to provide collection services for MMCAP Members. Vendor’s collection network includes a national network of collection sites that provide an array of specimen collection services and meet the highest standards in collections, including DOT collections. Should an instance arise where the Vendor’s network does not service an MMCAP Member’s area, Vendor will subcontract with other nationally recognized specimen collection services to provide the most extensive collections network available to the MMCAP Membership.

1. Specimen Collection Personnel.
   a. Organizational Structure and Supervision of the Collection Personnel. Vendor will coordinate collections directly with MMCAP Members utilizing its own collection sites. Vendor will provide organizational structure information and names of collection personnel once the specific geographical areas and MMCAP Member details have been secured. General information about Vendor’s collections services can be found at www.phamatech.com.

   b. Collection Personnel Training and Proficiency. Vendor’s specimen collection processes are designed to ensure program compliance for all DOT and non-DOT hiring programs, which are consistent with SAMHSA Guidelines. As such, collection personnel are trained and proficient according to SAMHSA and DOT/non-DOT specimen collection standards. In addition, Vendor’s collection site network is compliant with industry standards.

       i. Qualified Breath Alcohol Technicians (BAT). The alcohol testing is conducted by qualified Breath Alcohol Technicians (BAT). Not all collection site locations provide this service. However, a map of locations with this service will be provided upon request for each MMCAP Member in a specific geographical area.

       ii. Training and Certification Records. Education, training, and certification of the specimen collectors will vary by collection site. Once a specific site has been designated for collections, Vendor will, upon request, provide specifics regarding education, training, and certifications of the specimen collectors.

   c. Collector Performance.

       i. Compliance. Vendor maintains Field Development Managers to ensure proper training is provided at the clinic level, and Regional Managers to monitor ongoing performance. As part of Vendor’s commitment to its national customers, ensures that the collection site network is compliant with industry standards and that there are no infractions in regards to drug test collection processes and procedures.

       ii. Performance Auditing. Vendor actively monitors the quality of specimen collection service provided by its collection sites. This auditing process is documented through an electronic protocol through which both field managers and regional business directors have access to audit information. Onsite audit confirms facility preparedness, use of appropriate collection procedures, and overall professionalism related to the experience for the MMCAP Member’s applicants and employees.

2. Specimen Collector-Written Procedures. Upon request Vendor will provide detailed written procedures that include but are not limited to how to perform each type of specimen including the quantity sample from the MMCAP Member, proper storage, chain of custody documentation, and
shipment to the testing laboratory as instructed by the certified lab and any special packaging of shipping container required.

3. Chain of Custody. If any litigation should arise due to the collection procedures or validity of a result, Vendor has the ability to verify and validate the electronic record of the specific specimen collection and confirm that all collection protocols were followed correctly including the signature image, time, date, and who performed the collection. Vendor’s Custody & Control Form (CCF) forms are maintained and archived electronically on secure network and file server infrastructure, allowing a Custody & Control Form (CCF) for any collection to be recreated when needed.

4. Specimen Collection Sites. Vendor will provide a nationwide collection network. Collection sites will be set up on an as needed basis with both fixed and mobile sites.

   a. Mobile Collection. Vendor’s mobile collection site capabilities will vary by site. Also, emergency collection is available for select sites. Should MMCAP Members desire these services and they are not available through Vendor’s national specimen collection network, Vendor will subcontract with a specimen collection service that can provide these collection services.

   b. Collection Site Resources. Vendor will provide the necessary personnel, materials, and supervision to meet the demands of the proposed MMCAP Geographical Region.

   c. Collection Site Standards. Collection sites within the Vendor’s specimen collection network have written chain of custody procedures that conform to federal and state laws, which includes DOT and SAMHSA guidelines.

   d. Collection Site Privacy Standards. Vendor’s specimen collection system incorporates security technologies and practices that ensure the capture, presentation, validation, and storage of electronic signatures are secure. Vendor’s security protocol ensures all electronic data is legally valid and has a defensible audit trail. All chain of custody forms are maintained and archived electronically on its secure network and file server infrastructure. Furthermore, Vendor and its collection network are committed to protecting the privacy of the MMCAP Member’s personal health information. It is Vendor’s policy to comply with the Health Insurance Portability and Accountability Act (HIPAA), which establishes a set of national standards for the protection of certain health information. It is also Vendor’s intent to comply with all state laws and other federal laws governing privacy, to the extent those laws are not preempted by HIPAA.

      i. Security Access. Vendor’s office is secured by a card access security system, and all employees must carry photo identification badges and security key cards that are provided by the IT department. Cards can be customized to allow certain employees access the building only at specific times (during business hours, for example).

      ii. Specimen Storage. Specimens will be kept in a secured storage facility at Vendor’s lab, or Vendor’s subcontracted lab. Employee and DOT specimens will be stored at Vendor’s facility in San Diego, CA. Negative specimens are discarded after 14 days and confirmed specimens are kept in secured, long-term frozen storage for a minimum of one year, per SAMHSA guidelines. Non-employee and non-DOT specimens will be stored at Vendor’s location in San Diego, CA.

   f. Collection Site Notification System. The MMCAP Member/Facility will be set up within the Vendor’s collection system which can be viewed at www.phamatech.com. Once they are, they have
the ability to view any/all collections sites within a certain number of miles of their geographic location (e.g., 15, 25, 50 miles). The MMCAP Member will be available to review the list of collection sites and view what services they offer, hours of operation and distance from the MMCAP Member’s location.

5. Vendor Offered Training for In-House Collections Performed by MMCAP Member Facilities. A Vendor Representative will train the MMCAP Members who prefer to perform the specimen collection service. Vendor will train members on specimen collection, chain of custody procedures, specimen shipment to the lab, and reporting methods. For compliance with DOT collections standards, Vendor recommends that MMCAP Member Facilities utilize third party training modules such as those offered through the Drug and Alcohol Testing Industry Association (DATIA) and other agencies. These education programs also allow for continuing education (CE) credits. MMCAP Members that conduct their own specimen collection will be given the option to follow Vendor’s Chain of Custody Procedures and provide training on all chain of custody procedures as set forth below.

a. Once the specimen is collected, the collector must immediately label the specimen with the name or identification number, date and time collected, and the name of the collector.
b. A tamper-proof tape (security seal) should be affixed on the container’s cap over the top of the bottle.
c. The donor should then initial the security seal signifying that the donor’s urine has been sealed in his/her presence.
d. All sections of the chain of custody (COC) form are completed and signed by the donor and the collector.
e. The sample bottle, along with the COC form, is placed into the specimen bag, which contains a sponge that will absorb urine if the bottle leaks.
f. The urine samples are placed into the FedEx lab pack or US Mailer box, the pack/box is sealed and corresponding labelling is applied.
g. A courier will pick up the samples on a schedule determined by each agency (daily, three times a week, etc.).

6. Regulations, Licensing, Certifications. As mentioned previously, Vendor’s collection network is compliant with federal and state regulations, licensing, and industry standards. Vendor’s Network Development Team monitors and audits each specimen collection site to ensure that all providers remain in good standing from a quality perspective. Certifications and licensing may be provided for each site as requested by the MMCAP Members.

7. Collection Specimens. The Vendor’s network of specimen collectors has the ability to collect all of the specimens listed below, with the exception of animal biological specimens. Please note that the type of specimen collection will vary by site.
   a. Breath
   b. Hair
   c. Saliva
   d. Urine

8. Chain of Custody. All specimen collection sites are fully licensed and accredited to provide quality service to the MMCAP Members. Specimens collected by Vendor or its subcontracted sites are performed under chain of custody procedures and maintains and audits each site to ensure they are compliant with these procedures. Should any litigation arise due to the collection procedures or validity of a result, has the ability to verify and validate the electronic record of the specific specimen
collection and confirm that all collection protocols were followed correctly including the signature image, time, date, and who performed the collection.

9. Specimen Transportation.
   a. **To Certified Laboratories.** UPS will pick up and transport specimens to one of Vendor’s laboratories. Specimen lab packs in transit may be tracked at any time by the MMCAP Member when tracking numbers are recorded internally.
   b. **Location of certified laboratories.** Vendor’s lab is located in San Diego, CA.
   c. **Average Turnaround Time for Providing Results.** (Please also see Section G. Data Reporting and Integration).
      i. **Standard Urine and Oral Fluids Panels.** Negative results are reported within 24 hours after receipt of the specimen in the laboratory. Confirmation of positive results will be available within 24 - 72 hours after the initial screen. The total turnaround time for positive results of Vendor’s standard urine and oral fluids panels is up to 72 hours from receipt of specimen at Vendor’s laboratory.
      ii. **Employee Urine Specimens.** Negative results are reported within 24 hours after receipt of specimen at the laboratory. For positive results, an additional 24 - 72 hours is required for confirmation. Total turnaround time for positive employee urine specimens is up to 72 hours from receipt of specimen at our laboratory.
      iii. **Specialty Urine Tests.** Synthetic Cannabinoids (K2/Spice) or Designer Stimulants (Bath Salts), EtG/EtS, and Steroids, results will be reported within Vendor’s website at: www.phamtech.com within 24 hours after receipt of the specimen in the laboratory. Results are available to MMCAP Members immediately when notifications are sent through fax, FTP Vendor’s secured web-based reporting site, and encrypted email.

B. Laboratory Analysis Services. Vendor will be providing employee testing services for MMCAP Members. Vendor’s laboratories are participants of the National Laboratory Certification Program (NLCP), mandated by Substance Abuse and Mental Health Services Administration (SAMHSA), Department of Health and Human Services (DHHS). Copies of Vendor’s certifications and licenses are provided below. Documentation will be provided by Vendor upon request.

1. **Regulations, Licensing, Certifications.** Vendor is licensed and accredited by the following federal and state agencies:
   a. Department of Health and Human Services (DHHS), CLIA ’88
   b. Participant of the National Laboratory Certification Program (NLCP), mandated by Substance Abuse and Mental Health Services Administration (SAMHSA), Department of Health and Human Services (DHHS)
   c. California Department of Public Health Clinical Laboratory License no. CLF 00336862
   d. Drug Enforcement Agency (DEA) License no. RP0347903
   e. Florida Clinical Laboratory License No. [N/A]
   f. Maryland Medical Laboratory Permit no. 1540
   g. Pennsylvania Clinical Laboratory Permit no.031082
   h. Texas Department of Public Safety - DPS Accreditation

2. **Compliance with applicable State and Federal law and Local Regulations.**
   a. Vendor is certified by the Department of Health and Human Services, CLIA ’88 and follows their guidelines and requirements to maintain certification. Vendor considers Quality Control (QC)/Quality Assurance (QA) to be an ongoing process that encompasses all facets of the laboratory’s testing and support functions. This includes specimen receipt, test analysis and test result reporting. Quality Assurance also extends to the laboratory’s interactions with its customers. Under CLIA ’88, all laboratories must establish and follow their own written quality control (QC)
procedures. Vendor established and follows written QC procedures for monitoring and evaluating the quality of each method to assure the accuracy and reliability of patient test results and reports.

3. Lab Testing Specifications. Vendor utilizes approved technologies and highly effective instruments in our testing processes. Vendor specializes in high volume screening and confirmation testing using EMIT II analyzers and Gas Chromatography/ Mass Spectrometry (GC/MS) state of the art equipment. 

Vendor will test all samples received. They will be screened using EMIT II immunoassay reagents on automated Olympus analyzers. The automated screening analyzers are electronically interfaced to the laboratory information system (LIMS). Vendor uses the preprinted barcodes on the Chain of Custody and applied to the specimen containers to track specimens from donation through final storage. Use of barcodes and an electronic analyzer interface reduces the possibility of human clerical error, while retaining the attention of the analyzer operator and Certifying Scientist to verify the machine is accurately and properly performing the laboratory process is described below:

a. The laboratory receives the sealed specimen in a secure chain of custody bag. Once the specimen arrives within the secure facility, the specimens are opened one at a time. The specimen I.D. number on the CCF is verified against the specimen I.D. number on the specimen using a barcode scanning system. The MMCAP Member specific information is pre-coded onto each CCF prior to shipment from Vendor. Once the CCF arrives in the laboratory that information is scanned into the Laboratory Information Management System (LIMS). The LIMS then prints internal laboratory I.D. numbers, internal chain of custody documents and orders the tests on the automated screening analyzer.

b. The laboratory then pours a small amount of urine from each specimen bottle into an aliquot tube to be screened by our automated immunoassay analyzer. The CCF forms are sent to Data Entry to record donor information. Pending the screening results the specimens are kept in a secure room until the initial testing has been completed.

c. If the specimen is initially screen negative the specimen is reported and discarded 5 days later. If the specimen screens positive then the laboratory retrieves the original specimen container, pours a new aliquot for GC/MS testing. The LIMS system orders the confirmation test(s) based on the initial immunoassay test.

d. The laboratory reviews the results of the initial testing and reviews the results of the confirmation testing, if performed. Once all documents have been checked and the results certified they are reported to the MMCAP Member. The specimens that are positive are kept in <20°C freezer for one year and the documents are stored in paper form for 2 years and electronically indefinitely.

3.1. Vendor’s Screening Procedure.
   a. Sample is received and moved to a secured processing area.
   b. Each sample and accompanying Chain of custody Form (CCF) is inspected and verified for accuracy and possible tampering.
   c. MMCAP Member’s information, pre-coded on CCF, is automatically uploaded when scanned and the correct test is ordered. Duplicate label is generated for the aliquot vial.
   d. An aliquot is taken and sent to the processing tray to be screened using an EMIT II analyzer.
   e. An internal CCF is generated to document the aliquot and screening test.
   f. The original sample is capped and moved to a temporary storage refrigerator.

3.2. Vendor’s Confirmation Procedure.
   a. Screening results are analyzed, and presumptive samples are identified.
4. Adulterant Testing of Specimens. Vendor has the capability to test specimens for signs of adulteration. This examination includes the following:
   a. Physical Examination. Color, excessive foaming, excess sediments, or unusual odor are noted. If adulteration is suspected, this is noted on the final report.
   b. Analytical Examination. Checks for creatinine, pH, specific gravity, nitrates, and oxidants may be run to aid in determining possible adulteration. Vendor also performs analytical examinations to identify chemicals intended to alter or interfere with test results. Vendor offers a specimen validity panel that determines the levels of creatinine, specific gravity, pH and oxidants.

5. Laboratory Drug and Alcohol Testing Capacity.
   a. Government Agencies. Vendor will provide services to correctional agencies, probation/parole, community corrections, drug courts, public health, and mental/behavioral health departments and other agencies as needed across the country, including Alaska and Hawaii.
   b. Government Employee Testing. Vendor will provide employee testing as requested for MMCAP Members across the nation.

   a. GC/MS and LC/MS/MS. Vendor utilizes both GC/MS and LC/MS/MS as confirmation methodologies. Both GC/MS and LC/MS/MS are reliable confirmation methodologies that are legally defensible in a court of law.
   b. Expert Witness Testimony. As further described below in Section E. Expert Witness Testimony Services, Vendor’s expert witnesses have testified in cases regarding the interpretation and explanation of forensic and clinical toxicological methods and data performed on urine and oral fluids. Please note that when an on-site device is sent to an accredited laboratory for GC/MS or LC/MS/MS confirmation, the confirmation results will be legally defensible.

7. Documentation, Storing and Securing Laboratory Test Results. Vendor retains all test results indefinitely in its secure onsite location. Computer servers are backed up daily and data onsite is updated once a week. Vendor retains chain of custody forms for a period of minimum 5 years. These forms are stored in a secure warehouse accessible to authorized employees only. Vendor stores chain of custody forms in accordance with SAMHSA guidelines.

8. Laboratory Drug Testing For Non-urine Biological Specimens. Vendor will be testing drugs of abuse in the non-urine specimens as specified above at its laboratory in San Diego, CA. Vendor’s collection network will provide breath alcohol testing. Vendor’s subcontracted laboratory will be performing drug testing on hair specimens, which is Omega Laboratories. Should an instance arise where an MMCAP member desires specimen collection that is not offered at a Vendor collection site, Vendor will subcontract with a specimen collection service that can provide specific specimen collection services.
Alcohol 0.025 g/dL 0.025 g/dL  
Amphetamine 50 ng/mL 15 ng/mL  
Barbiturates 50 ng/mL 20 ng/mL  
Benzodiazepine 20 ng/mL 0.5 ng/mL  
Buprenorphine 5 ng/mL 1 ng/mL  
Cocaine 20 ng/mL 8 ng/mL  
Marijuana 4 ng/mL 1 ng/mL  
Methadone 50 ng/mL 10 ng/mL  
Methamphetamine 50 ng/mL 15 ng/mL  
Opiates 40 ng/mL 20 ng/mL  
Oxycodone 40 ng/mL 20 ng/mL  
Phencyclidine 10 ng/mL 5 ng/mL

b. Hair - Drug Screening Cut-Off Level Confirmation Cut-Off Level.  
Amphetamines 500 pg/mg 500 pg/mg  
Cocaine 500 pg/mg 500 pg/mg  
Marijuana 1 pg/mg 0.3 pg/mg  
Opiates 300 pg/mg 300 pg/mg  
Phencyclidine 300 pg/mg 300 pg/mg

9. Ongoing Training Requirements For All Laboratory Personnel. Vendor’s laboratory personnel complete continuous education as needed to maintain their specific certifications. Laboratory staff competency is monitored by the internal blind proficiency program where blind proficiency samples are sent through the laboratory daily. Competency is also monitored through external proficiency programs, which can be provided by Vendor upon request. When new procedures are introduced, staff involved will be trained and training documented by the Laboratory Manager.

10. Compliance with HIPAA and Applicable Privacy Laws. As mentioned above, Vendor’s policy to comply with the Health Insurance Portability and Accountability Act (HIPAA), which establishes a set of national standards for the protection of certain health information. It is also Vendor’s corporate policy to comply with all state and federal laws governing privacy, to the extent those laws are not preempted by HIPAA.

C. Medical Review Officer (MRO) Services.  
1. Certifications and Licenses. Vendor’s MRO Certificates and Licenses are available upon request.
2. Duties. Provide a detailed description of the MRO’s duties including:  
a. Review and investigation of positive and negative test results. Upon request, Vendor’s MRO will review and make the final determination of the accuracy of a drug test, then report on both positive and negative test results.

b. Documentation of test results in accordance with applicable law and regulations. Vendor’s MRO is certified by the American Association of Medical Review Officers (AAMRO) and follows their federally recognized guidelines and requirements to maintain certification. As such, our MRO will document the test results in accordance with the laws, regulations, and licensure.

c. Communication of test results that are in accordance with applicable law and regulations. Under AAMRO certification, MROs are required to communicate test results in accordance with federal and state laws.
d. **MRO Provided Medical Examinations.** Upon request by MMCAP Members, Vendor will find a medical provider to perform medical examinations for a separate charge not included in Attachment A Core Products and Services Pricing.

e. **Alternative MRO's.** Vendor will work with Doctor's Review Service and provide a Medical Review Officer that is available and has the capacity to perform this service.

f. **In-Person Testimony.** MRO will be available for administrative hearings or other legal proceedings.

g. **Subcontracted MRO Services.** Vendor will subcontract the MRO services.

D. **Expert Witness Testimony Services.**

1. **Vendor's Expert Witnesses.**
   a. Thomas Aucoin, PhD, Laboratory Director
   b. Ken Kodama, Supervising Laboratory Manager

2. **Services Offered.**

   a. **Not In-Person Testimony.** Expert witness services are available through written affidavit, telephonically, via webinar (streaming video) or in-court. Written affidavits and telephonic testimony are provided at no additional cost.
   b. **In-Person Testimony.** Vendor will provide MMCAP Members with court representation/testimony for litigation and technical support to aid in interpreting test results and relaying those test results along with the laboratory's chain of custody, analysis and reporting protocols in a legal setting. Vendor's expert witnesses provide testimony through written affidavit, telephonically, and in-person for an additional fee. MROs and collection sites may offer expert witness testimony for an additional fee. When subpoenaed to testify, the toxicologist will produce the original specimen and container, chain of custody, laboratory results, quality control data, and GC/MS confirmation of the positive drug(s).

F. **Education and Training.**

1. **Training methods/formats**
   a. **Web-based.** Online training modules about a variety of related topics including specimen collection, instant onsite device usage and results interpretation, specimen labeling, and packaging of specimens for shipment. These online training modules may be accessed via Vendor's website at: www.phamatech.com
   b. **Face to Face:** Vendor's webinar and on-location training options provided by its trainer include a presentation on specimen collection, chain of custody procedures, specimen shipment to the lab, and reporting methods. A question and answer session will follow every presentation. Training supplies will be provided to training attendees with sample bottles, labels, and literature.

2. **Instructors and Curricula**
   a. **Instructors.**
      i. Lydia Jackson.
      ii. Erica Garcia
      iii. Nima Solamani.
   iv. **National Accounts Department.** Prior to program implementation, staff will provide upon request onsite training at the corporate office and other facilities as required for designated account representatives to ensure that all stakeholders are comfortable with their access to information, escalation procedures, etc.

3. **Certification and Continuing Education.** Vendor's training materials, including on-line product trainings, are available to MMCAP Members as an initial training or refresher course. Specific industry related certificates are available online through industry associations such as DATIA. Vendor will provide continuing education as necessary for the MMCAP's members. Additionally, Vendor will customize the training and education to meet the members' needs.
G. Data Reporting and Integration.

1. **Vendor's Web-based Internet Reporting Website.** The MMCAP member will utilize www.phamatech.com to provide a secure and complete solution for searching, managing, and printing test reports online.
   
   a. **The Results Page.** Located at: [www.phamatech.com](http://www.phamatech.com), the website shows a list of recent results, including information about the collection date (if the specimen is collected electronically through and, for standard tests, whether a drug tested positive or negative).
   
   b. **Confirmation Report.** The Confirmation Report will show the date the specimen was collected (if the specimen is collected electronically through www.phamatech.com, the date the specimen was received, the date the test results were reported, and the type of test ordered/Performed).  
   
   c. **Statistical Reports.** Upon request this report includes information about the collection date (if the specimen is collected electronically through www.phamatech.com), type of specimen (oral or urine), and general information about the results (positive or negative).

2. **Data Reporting Frequency.** MMCAP Members utilizing the reporting website, may generate data reports at their convenience. Upon request the MMCAP Member can customize reports by setting parameters for data fields such as Collector, Agency, Collection Date, Report Date, or Test Type. Also, upon request Vendor is able to negotiate alternate data reports and frequencies on a case-by-case basis.

3. **“No Show” Reporting for Specimen Collections.**
   
   a. **MMCAP Member Specific Reporting System.** For internal collections, and when an MMCAP Member is provided a specific reporting website by Vendor to manage their collections, they can view the collection roster for the current date and can also pull “no-show” reports for past dates when donors failed to report for collection.
   
   b. **Specific Reporting System Capabilities.** The system allows for tracking of no-shows for specimen collections. This system allows the MMCAP member to decide how much time will be allowed until it is determined to be a no-show situation. The human resource manager or other supervisor is then notified through the system.

4. **Adulterated Specimens Reporting.**
   
   a. **Confirmation Report.** For specimens with Creatinine levels lower than the standard reference range, the result will show as “Dilute” or “Abnormally Dilute” in the Confirmation Report.

5. **Inability to Collect Specimens Reporting.**
   
   a. **Confirmation Report.** The system allows collectors to mark a test as cancelled and choose reasons from a pre-set list determined by the agency. Authorized users of the Reporting System may create their own cancellation reasons, such as “MMCAP Member is sick” or “Collection rescheduled.”
   
   b. **Inability To Collect.** The collector will note in the system if they are unable to collect a specimen. How they respond to these types of situations (i.e. wait additional time, mark as “non-compliant,” etc.) will be determined by the MMCAP Member agency at time of account set-up in accordance with their protocols and policies.

6. **Secure Web-site and On-line Reporting System that can be integrated into the MMCAP Member’s web-based system.**
   
   a. **Vendor’s drug test results are available through Vendor’s proprietary, secure online reporting system. Integration into the MMCAP Member’s system will be dependent on the existing system and collaboration between the MMCAP Member and Vendor’s IT Department.**
b. On-line Security. The on-line system is secure and allows for the retrieval of reporting. There are some integration features available with certain software solutions. Integration into the MMCAP Member's system will be dependent on the existing system and collaboration between the MMCAP Member and the Vendor's IT Department.

7. Reporting System Compliant with all federal, state or local requirements.
   a. Security Compliance. Vendor has comprehensive security practices in place to maintain full compatibility with all HIPAA requirements for protected health information (PHI) and ePHI data. This includes access restrictions protecting the data in house as well as the use of encrypted transmission methods for both our SFTP delivery (using SSH) of results files as well as Vendor's site (SSL encrypted) for web-based results access. This ensures the results data is protected both in-house as well as during transit to the MMCAP Member. Vendor will not transmit results in any method that is not fully secure (i.e. email).

b. Vendor Security Technology. The system incorporates security technologies and practices that ensure the capture, presentation, validation, and storage of electronic signatures is secure. The System's security protocol ensures all electronic data is legally valid and has a legally defensible audit trail.

8. Data Reporting System Integration.
   a. Integration with MMCAP Member. Vendor is able to integrate its results reporting with most commercial drug testing applications. Vendor can also integrate with electronic medical record systems and proprietary solutions using [E.G. HL7 (Health Level 7) and XML (Extensible Markup Language)], Vendor also interfaces with [E.G. Enode (via HL7)] which is an interface company that works with a number of vendors. This interface allows our company to quickly develop connections to MMCAP Members using a number of software packages already connected to an established network. Vendor will also utilize file formats which can be adapted to existing accounts to quickly interface with the MMCAP Member's software. Please note that Vendor cannot guarantee successful integration of results reporting into an MMCAP Member's existing data reporting system until Vendor's IT department has consulted with the MMCAP Member to determine if an interface or integration is possible and how long it will take to develop. Vendor will take a minimum of 14 - 45 days to audit current practices, and to develop and implement the solution. However, Vendor will work to quickly develop an interface that is functional, secure, and delivers results automatically. In the case that system integration is not possible, or if MMCAP members would prefer a vendor-provided data result reporting and management system. Member has the option of utilizing the Vendor's web based portal.

9. MMCAP Contract Implementation and Transition Plan. As Vendor is a current MMCAP contract holder, there is already an implementation and management plan in place. Key Account Managers (KAM) have daily follow up with current and prospective MMCAP drug testing facilities throughout the United States. See detailed Implementation Plan below.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
## IMPLEMENTATION PLAN CHART

<table>
<thead>
<tr>
<th>Action</th>
<th>Start Date</th>
<th>Completion Date</th>
<th>Person/Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Award Notice</td>
<td>October 1, 2014</td>
<td>Award Date</td>
<td>John Pelanco/Sales</td>
</tr>
<tr>
<td>2. Key Acct Manager assigned</td>
<td>Award Date</td>
<td>Life of contract</td>
<td>Lydia Jackson/KAM</td>
</tr>
<tr>
<td>3. Account Set up</td>
<td>Award Date</td>
<td>Life of contract</td>
<td>Lydia Jackson/KAM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bonnie Filosa /Customer Svc</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Souk Soukame/IT</td>
</tr>
<tr>
<td>4. Chain of Custody approval</td>
<td>Award Date</td>
<td>Life of Contract</td>
<td>Lydia Jackson/KAM</td>
</tr>
<tr>
<td>5. IT System Test</td>
<td>Award Date</td>
<td>Life of Contract</td>
<td>Souk Sounakhene/IT</td>
</tr>
<tr>
<td>6. In Person Site visit</td>
<td>After 3 months</td>
<td>Life of Contract</td>
<td>Lydia Jackson/KAM</td>
</tr>
<tr>
<td>7. Print CC forms</td>
<td>Award Date</td>
<td>Life of Contract</td>
<td>Bonnie Filosa /Customer Svc</td>
</tr>
<tr>
<td>8. Delivery of Specimen, forms, specimen</td>
<td>Award Date</td>
<td>Life of Contract</td>
<td>Bonnie Filosa /Customer Svc</td>
</tr>
<tr>
<td>collections supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. In person drug testing training</td>
<td>Upon request</td>
<td>Life of Contract</td>
<td>Lydia Jackson's acct mgt team</td>
</tr>
<tr>
<td>10. Live program start</td>
<td>Award Date</td>
<td>Life of the contract</td>
<td>Souk Sounakhene/IT</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>Bonnie Filosa /Customer Svc</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Lydia Jackson/KAM</td>
</tr>
<tr>
<td>11. Follow up on program</td>
<td>Award Date</td>
<td>Ongoing</td>
<td>Lydia Jackson/KAM</td>
</tr>
</tbody>
</table>
AMENDMENT NO. 1 TO MMCAP CONTRACT NO. MMS14035

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 Phamatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14035 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

(JL)

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: September 30, 2016, or as cancelled pursuant to Section 3B, with 3 one-year extensions for a total contract not to exceed five years.

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. PHAMATECH, INC.
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: Ben Wilkin
Title: National Sales
Date: 11-3-2014

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

By: Damarra Christensen
Title: Pharm. Analyst
Date: November 5, 2014

3. COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. § 16C.05, subd. 2

By: __________________________
Title: __________________________
Date: __________________________
AMENDMENT NO. 2 TO MMCAP CONTRACT NO. MMS14035

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 Pharmatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14035 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment
(HP)

Effective when signed the following term is required by Minnesota law and is added to the Original Contract:

42 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.

42.1 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.35 and Minnesota Rules 5000.3400-5000.3600. If Vendor is covered by Minnesota Statutes Section 363A.35 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.

42.2 Minnesota Statutes Section 363A.36. Minnesota Statutes Section 363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, 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.

42.3 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
AMENDMENT NO. 2 TO MMCAP CONTRACT NO. MMS14035

qualified disabled employees and applicants for employment, and the rights of applicants and employees.

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.

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.

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.

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. PHAMATECH, INC.
   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: National Sales  
Date: 04-13-2015

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

By:  
Title: SPA-P  
Date: 04-20-2015

3. COMMISSIONER OF ADMINISTRATION
   In accordance with Minn. Stat. § 16C.05, subd. 2

By:  
Title:  
Date: April 20, 2015
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000012690
Phamatech, Inc.
10151 Barnes Canyon Road
San Diego, CA. 92121

Telephone No. (888) 635-5840

Price Agreement Number: 40-000-14-00109
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 # MMS14014

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

Date: 06/16/2014

New Mexico State Purchasing Agent

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 Phamatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121 ("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(h)(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 throughout 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.MMCAP@mn.gov 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. 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 Ben Wilkin, 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 a lien 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 principal 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 5000.3592-5000.3599.

(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. MMACP 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.
Table 1: Required Data Field for Sales Data Report

<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 (999999,9999)</td>
</tr>
<tr>
<td>Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999,9999)</td>
</tr>
<tr>
<td>Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999,9999)</td>
</tr>
<tr>
<td>Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (999999999,9999)</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 (MFG Name)</td>
</tr>
<tr>
<td>Class of Trade</td>
</tr>
<tr>
<td>340b Purchase</td>
</tr>
<tr>
<td>Required Data Field Full Name</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>MMCAP Assigned Facility ID</td>
</tr>
<tr>
<td>MMCAP Facility Name</td>
</tr>
<tr>
<td>Vendor Distributor Center Code</td>
</tr>
<tr>
<td>Vendor-assigned Account number for the MMCAP Facility</td>
</tr>
<tr>
<td>Inclusive Number</td>
</tr>
<tr>
<td>Serial Line Number</td>
</tr>
<tr>
<td>Plant/Work Center Number</td>
</tr>
<tr>
<td>Invoice date (month/day)</td>
</tr>
<tr>
<td>Buyer name or equivalent of buyer ID for person submitting the invoice</td>
</tr>
<tr>
<td>Vendor's identification (tax ID) number</td>
</tr>
<tr>
<td>NDC of purchased product in 5-5-2 format as stored in PharmDatabank, Inc</td>
</tr>
<tr>
<td>Label Items</td>
</tr>
<tr>
<td>Unit Date</td>
</tr>
<tr>
<td>Field Size</td>
</tr>
<tr>
<td>Units</td>
</tr>
<tr>
<td>Case Size</td>
</tr>
<tr>
<td>Case</td>
</tr>
<tr>
<td>Strength</td>
</tr>
<tr>
<td>Route</td>
</tr>
<tr>
<td>Unit Price (99999.999)</td>
</tr>
<tr>
<td>Quantity ordered (not Vendor repackaged or re-bundled quantity)</td>
</tr>
<tr>
<td>Quantity shipped (not Vendor repackaged or re-bundled quantity)</td>
</tr>
<tr>
<td>Extension (unit price multiply by the quantity shipped) EXTENDED PRICE 999999.999</td>
</tr>
<tr>
<td>Type of transaction (MMCAP contract purchase, other contract purchase $428.95), not on contract purchase</td>
</tr>
<tr>
<td>Bill to Address 1</td>
</tr>
<tr>
<td>Bill to Address 2</td>
</tr>
<tr>
<td>Ship to Address 1</td>
</tr>
<tr>
<td>Ship to Address 2</td>
</tr>
<tr>
<td>Ship to City</td>
</tr>
<tr>
<td>Ship to City (city)</td>
</tr>
<tr>
<td>Credit Indicator (G for credit)</td>
</tr>
<tr>
<td>MMCAP Assigned Vendor Code (Alpha Numeric 9999999999)</td>
</tr>
<tr>
<td>Manufacturer Name (AVS Name)</td>
</tr>
<tr>
<td>Class of Trade</td>
</tr>
<tr>
<td>Ship-to Location</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 [link]. All subcontractor certifications must be kept on file with Vendor and made available to the State upon request.

1. **PHAMATECH, INC.**
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:** Ben Wilkin  
   **Title:** National Sales Consultant  
   **Date:** 04-18-2014

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

   **By:** Sasha Christensen  
   **Title:** Pharmacy Analyst  
   **Date:** 4-23-14

3. **COMMISSIONER OF ADMINISTRATION**
In accordance with Minn. Stat. § 16C.05, subd. 2

   **By:** [Signature]  
   **Title:** [Title]  
   **Date:** April 23, 2014
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]
LAB COMP 5 PANEL - ANY COMBINATION
79000-COM5
From: $22.00
incl: $  
From 1 source
1L x 1W (EA), LABORATORY COMPREHENSIVE 5 PANEL - ANY COMBINATION
Mfr: PHAMATECH, INC.

LAB STEROIDS
73000-ST
From: $50.00
incl: $  
From 1 source
1L x 1W (EA), LABORATORY STEROIDS PANEL
Mfr: PHAMATECH, INC.

LAB SYNTHETIC MARIJUANA K2/SPICE
74000-K2
From: $35.00
incl: $  
From 1 source
1L x 1W (EA), LABORATORY SYNTHETIC MARIJUANA K2/SPICE
Mfr: PHAMATECH, INC.

3 PANEL INSTANT CUP TEST
93002
From: $2.76
incl: $  
From 1 source
8.5H x 7.7W (CM), *3 PANEL INSTANT CUP TEST - ANY COMBINATION
Available Drug: THC(Marijuana a), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), P...
Mfr: PHAMATECH, INC.

6 PANEL INSTANT DIP TEST
9600T

10.6L X 4.7W (CM), 6 PANEL INSTANT DIP TEST - ANY COMBINATION
Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.

6 PANEL INSTANT CUP TEST W/ADULTERATION
9600ZA

8.5H X 7.7W (CM), 6 PANEL INSTANT CUP TEST W/ADULTERATION - ANY COMBINATION
Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), ...

Mfr: PHAMATECH, INC.
8 PANEL INSTANT DIP TEST
9800T
From:
$3.27
incl: 
From 1 source
10.6L X 4.7W (CM), *8 PANEL INSTANT DIP TEST - ANY COMBINATION^Available Drug:
THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...
Mfr: PHAMATECH, INC.

10 PANEL INSTANT DIP TEST
1000T
From:
$3.88
incl: 
From 1 source
10.6L X 4.7W (CM), *10 PANEL INSTANT DIP TEST - ANY COMBINATION^Available Drug:
THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...
Mfr: PHAMATECH, INC.

10 PANEL INSTANT CUP TEST W/ ADULTERATION
10002A
From:
$5.92
incl: 
From 1 source
8.5H X 7.7W (CM), *10 PANEL INSTANT CUP TEST W/ ADULTERATION - ANY COMBINATION^Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), ...
Mfr: PHAMATECH, INC.
6 PANEL INSTANT CUP TEST
96002
From: 8.5H X 7.7W (CM), 6 PANEL INSTANT CUP TEST - ANY COMBINATION Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), P...
Mfr: PHAMATECH, INC.

3 PANEL INSTANT CUP TEST W/ADULTERATION
93002A
From: 8.5H X 7.7W (CM), 3 PANEL INSTANT CUP TEST W/ ADULTERATION - ANY COMBINATION Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates),
Mfr: PHAMATECH, INC.
**9 PANEL INSTANT CUP TEST**

99002

From: $4.79
incl: $ 
From 1 source

8.5H X 7.7W (CM), *9 PANEL INSTANT CUP TEST - ANY COMBINATION^^ Available Drug: THC(Marijuana a), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), P...

**Mfr:** PHAMATECH, INC.

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**8 PANEL INSTANT CUP TEST W/ADULTERATION**

98002ZA

From: $5.56
incl: $ 
From 1 source

8.5H X 7.7W (CM), *8 PANEL INSTANT CUP TEST W/ ADULTERATION - ANY COMBINATION^^ Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates),...

**Mfr:** PHAMATECH, INC.

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**8 PANEL INSTANT CUP TEST**

99002

From: $4.55
incl: $ 
From 1 source

8.5H X 7.7W (CM), *8 PANEL INSTANT CUP TEST - ANY COMBINATION^^ Available Drug: THC(Marijuana a), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), P...

**Mfr:** PHAMATECH, INC.
LAB CONFIRM CLINICAL - (PER DRUG)
72002-CC

From: 1L X 1W (EA), LABORATORY CONFIRM CLINICAL - (PER DRUG) ANY COMBINATION
$25.00 incl: 7
From 1 source
Mfr: PHAMATECH, INC.

LAB ORAL FLUIDS - ANY COMBINATION
76000-0

From: 1L X 1W (EA), LABORATORY ORAL FLUIDS - ANY COMBINATION
$18.00 incl: 7
From 1 source
Mfr: PHAMATECH, INC.

LAB COMP 10 PANEL - ANY COMBINATION
80000-COM16

From: 1L X 1W (EA), LABORATORY COMPREHENSIVE 10 PANEL - ANY COMBINATION
$25.00 incl: 7
From 1 source
Mfr: PHAMATECH, INC.
3 PANEL INSTANT DIP TEST
9300T
From:
$1.08
incl: $
From 1 source
10.6L X 4.7W (CM), *3 PANEL INSTANT DIP TEST - ANY COMBINATION
^Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.

2 PANEL INSTANT DIP TEST
9200T
From:
$0.89
incl: $
From 1 source
10.6L X 4.7W (CM), *2 PANEL INSTANT DIP TEST - ANY COMBINATION
^Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.

5 PANEL INSTANT CUP TEST W/ADULTERATION
9500ZA
From:
$4.79
incl: $
From 1 source
8.5H X 7.7W (CM), *5 PANEL INSTANT CUP TEST W/ ADULTERATION - ANY COMBINATION
^Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), ...

Mfr: PHAMATECH, INC.
4 PANEL INSTANT DIP TEST
9400T
From: 
$1.60 incl: 5
From 1 source

10.6L X 4.7W (CM), *4 PANEL INSTANT DIP TEST - ANY COMBINATION Available Drug: THC(Marijuana a), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.

12 PANEL INSTANT CUP TEST
1200Z
From: 
$5.52 incl: 5
From 1 source

8.5H X 7.7W (CM), *12 PANEL INSTANT CUP TEST - ANY COMBINATION Available Drug: THC(Marijuana a), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.
7 PANEL INSTANT CUP TEST
9700Z

From:
$4.35
incl: $
From 1 source

8.5H X 7.7W (CM), 7 PANEL INSTANT CUP TEST - ANY COMBINATIONAvailable Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), P...

Mfr: PHAMATECH, INC.

7 PANEL INSTANT DIP TEST
9700T

From:
$2.86
incl: $
From 1 source

10.6L X 4.7W (CM), 7 PANEL INSTANT DIP TEST - ANY COMBINATIONAvailable Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.

5 PANEL INSTANT CUP TEST
9500Z

From:
$3.10
incl: $
From 1 source

8.5H X 7.7W (CM), 5 PANEL INSTANT CUP TEST - ANY COMBINATIONAvailable Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), P...

Mfr: PHAMATECH, INC.
**9 PANEL INSTANT CUP TEST W/ADULTERATION**

From: $5.82
incl: 8
From 1 source

Mfr: PHAMATECH, INC.

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**LAB SCR/CONF CLINICAL - ANY COMBO**

From: $22.00
incl: 8
From 1 source

Mfr: PHAMATECH, INC.

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**LAB SCREEN CLINICAL**

From: $18.00
incl: 8
From 1 source

Mfr: PHAMATECH, INC.
LAB SCREEN & CONFIRM GC/MS-LC/MS/MS
71003-15C

From: $22.00
incl: $1
From 1 source
Mfr: PHAMATECH, INC.

LAB VALIDITY TESTING
77000-V

From: $18.00
incl: $1
From 1 source
Mfr: PHAMATECH, INC.

LABORATORY SCREEN - ANY COMBINATION
71001-1

From: $18.00
incl: $1
From 1 source
Mfr: PHAMATECH, INC.

LAB COMP PANEL - ANY COMBO
78000-COM

From: $28.00
incl: $2
From 1 source
Mfr: PHAMATECH, INC.

1L X 1W (EA), LABORATORY SCREEN & CONFIRMATION BY GC/MS OR LC/MS/MS - ANY COMBINATION

1L X 1W (EA), LABORATORY VALIDITY TESTING - ANY COMBINATION

1L X 1W (EA), LABORATORY SCREEN - ANY COMBINATION

1L X 1W (EA), LABORATORY COMPREHENSIVE PANEL - ANY COMBINATION
LABORATORY CONFIRM GC/MS OR LC/MS/MS
71002-1C
From: 1L X 1 W (EA), LABORATORY SCREEN & CONFIRMATION BY GC/MS OR LC/MS/MS - (PER DRUG) ANY COMBINATION
$25.00
From 1 source
Mfr: PHAMATECH, INC.

LAB BATH SALTS
75000-BS
From: 1L X 1 W (EA), LABORATORY BATH SALTS PANEL
$80.00
From 1 source
Mfr: PHAMATECH, INC.

11 PANEL INSTANT CUP TEST
11002
From: 8.5H X 7.7W (CM), 11 PANEL INSTANT CUP TEST - ANY COMBINATION^Available Drug: THC (Marijuana a), COC (Cocaine), MET (Methamphetamine), AMP (Amphetamines), OPI (Opiates), MDMA (Ecstasy), ...
$5.27
From 1 source
Mfr: PHAMATECH, INC.

**5 PANEL INSTANT DIP TEST**
9500T

From: $1.87
incl: $ From 1 source

10.6L X 4.7W (CM),*5 PANEL INSTANT DIP TEST - ANY COMBINATION^^Available Drug:
THC(Marijuana a), COC(Cocaine),
MET(Methamphetamine),
AMP(Anphetamines), OPI(Opiates),
MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.

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Mfr: PHAMATECH, INC.

**4 PANEL INSTANT CUP TEST**
9400Z

From: $2.89
incl: $ From 1 source

8.5H X 7.7W (CM),*4 PANEL INSTANT CUP TEST - ANY COMBINATION^^Available Drug:
THC(Marijuana a), COC(Cocaine),
MET(Methamphetamine),
AMP(Anphetamines), OPI(Opiates),
MDMA(Ecstasy), P...

Mfr: PHAMATECH, INC.
1 PANEL INSTANT DIP TEST
9100T

From: $0.54
incl: $0
From 1 source

10.6L X 4.7W (CM), *SINGLE PANEL INSTANT DIP TEST - ANY COMBINATION
Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy).

Mfr: PHAMATECH, INC.

4 PANEL INSTANT CUP TEST W/ADULTERATION
9400ZA

From: $3.30
incl: $0
From 1 source

8.5H X 7.7W (CM), *4 PANEL INSTANT CUP TEST W/ ADULTERATION - ANY COMBINATION
Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), ...

Mfr: PHAMATECH, INC.

7 PANEL INSTANT CUP TEST W/ADULTERATION
9700ZA

From: $5.32
incl: $0
From 1 source

8.5H X 7.7W (CM), *7 PANEL INSTANT CUP TEST W/ ADULTERATION - ANY COMBINATION
Available Drug: THC(Marijuana), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), ...

Mfr: PHAMATECH, INC.
9 PANEL INSTANT DIP TEST
9900T

From: $3.54
incl: s
From 1 source

10.6L X 4.7W (CM),*9 PANEL INSTANT DIP TEST - ANY COMBINATION**Available Drug: THC(Marijuana a), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.

10 PANEL INSTANT CUP TEST
1000Z

From: $4.97
incl: s
From 1 source

8.5H X 7.7W (CM),*10 PANEL INSTANT CUP TEST - ANY COMBINATION**Available Drug: THC(Marijuana a), COC(Cocaine), MET(Methamphetamine), AMP(Amphetamines), OPI(Opiates), MDMA(Ecstasy), ...

Mfr: PHAMATECH, INC.