State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
3 Vendors

Telephone No. _____

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

Invoice:  
As Requested

Price Agreement Number: 60-000-15-00031

Price Agreement Amendment No.: Three

Term: February 22, 2016 – February 21, 2020

Procurement Specialist: Theresa Mendibles

Telephone No.: (505) 827-0499

Email: theresa.mendibles@state.nm.us

Title: Drug Testing for Juvenile and Adult Offenders

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof. Change Vendor ID for Vendor AA to reflect: AD Technical Resources Management, LLC in SHARE FIN

From: Vendor ID #0000114830  
To: Vendor ID #0000140286

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 22, 2019 to February 21, 2020 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 2/14/2019

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

Statewide Price Agreement

Awarded Vendor
3 Vendors

Telephone No. _____

Price Agreement Number: 60-000-15-00031

Price Agreement Amendment No: Two

Term: February 22, 2016 – February 21, 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: theresam.endibles@state.nm.us

Title: Drug Testing for Juvenile and Adult Offenders

Term: February 22, 2018 – February 21, 2019

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 22, 2018 to February 21, 2019 at the same price, terms and conditions for (AA) Technical Resources Management DBA Cordant Health Solutions; (AB) Employer’s Choice Online, Inc.; and (AC) Norton Medical Industries

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

Date: 2/5/2018

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 New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
3 Vendors

Telephone No. _____

Price Agreement Number: 60-000-15-00031

Price Agreement Amendment No.: One

Term: February 22, 2016—February 21, 2018

Procurement Specialist: Natalie Martinez

Telephone No.: (505) 827-0251

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

Invoice:  
As Requested

Title: Drug Testing for Juvenile and Adult Offenders

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 22, 2017 to February 21, 2018 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent  

Date: 2/21/2017

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

Statewide Price Agreement

Awarded Vendor
3 Vendors
See Page 7

Price Agreement Number: 60-000-15-00031
Payment Terms: See Page 7
F.O.B.: Destination
Delivery: See Page 7

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: Drug Testing for Juvenile and Adult Offenders

Term: February 22, 2016 – February 21, 2017

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 2/19/2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00031  

Terms and Conditions  
(Unless otherwise specified)

1. General: When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. Assignment:  
a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. Inspection of Plant: The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. Taxes: The unit price shall exclude all state taxes.

10. Packing, Shipping and Invoicing:  
a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,
fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor’s written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor’s personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement’s term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following website link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and

(2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as Insure New Mexico!

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website: http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00031

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor’s, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker’s Compensation.

**Article VIII – Issuance or Orders**
Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**
Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**
Prices as listed in the price schedule hereto attached are firm.
Awarded Vendors:

(AA) 0000114830
Technical Resource Management
DBA Cordant Health Solutions
12015 East 46th Ave, Suite 250
Denver CO 80239
(800) 348-4422
Payment Term: Net 30 days
FOB: Destination
Delivery: 30 days or less

(AB) 00000125547
Employer's Choice Online, Inc.
9845 Painter Ave., Unit B
Whittier CA 90605
(800) 424-7011
Payment Term: Net 30
FOB: Destination
Delivery:

(AC) 0000099091
Norton Medical Industries
6265 Sepulveda Blvd Ste 13
Van Nuys CA 91411
(800) 243-7669
Payment Term:
FOB: Destination
Delivery:
The State of New Mexico is requesting a Price Agreement for laboratory testing and collection needs for criminal justice use for juvenile and adult offenders statewide.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor’s prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

The scope of work shall consist of the provisions for observation, collection, testing, confirmation, delivery, reporting, and randomization programs for juvenile and adult offenders. Contractor must have the capability for the following six categories:

(1) Laboratory Collection – to collect urine specimens from offenders to be submitted to a full service medical laboratory.

(2) Laboratory Testing – to provide drug screening for both urine and saliva that is either collected by the user agency or by the laboratory.

(3) Laboratory Confirmation – to provide confirmation of positive screen results for both urine and saliva that is either collected by the user agency or by the laboratory. Confirmation to be done at the request of the user agency.

(4) Pick up and delivery of specimens from user agency to laboratory – to pick up urine or saliva specimens collected by the user agency utilizing “next day” courier service to be delivered to the laboratory for either screening or confirmation.

(5) Reporting - to report to the user agency, via a website and e-mail, data regarding outcome of test results, confirmations, no shows, stalls, flushing, and frequency of visits for offenders. To also provide a data merge to the user agency.

(6) Randomization Program – to provide a randomization program for offender visits to the laboratory.

Collection and screening will be conducted based on referral from the offender’s Supervising Officer of the user agency.

All tests conducted will be at the lowest level of positivity for that substance(s); and reports pertaining to a positive result must provide a reading indicating the level of positivity. The Contractor must indicate the detection range used to determine positivity.

Contractor must have an approved system for chain of custody for collection, screening, and securing of urine and saliva specimen that will hold up in a court of law.

Where user agency staff shall conduct collection services, the Contractors shall provide the appropriate supplies, chain of custody forms, and “next day” shipping method, at no additional cost to the user agency.

All laboratory urine specimen collections shall be observed by laboratory staff who are the same gender as the offender.

The Contractor must be a full service medical laboratory with a specialty in forensic urine and saliva drug testing.
The Contractor must be medical laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or the college of American Pathologists for Forensic Urine Drug Testing (CAP-FUDT). Bidder to state certification.

Contractor shall notify the respective user agency office, via a web-based program, of screen results within 24-48 hours of receipt of the specimens.

Contractor shall notify the respective user agency office, via a web-based program, of confirmation results within 48-72 hours of receipt of the specimens.

Contractor shall notify the respective user agency office, via a web-based program, e-mail, or telephone, of any no show or stall within a 24-hour period.

If subpoenaed the Contractor must appear in court to defend any positive urine or saliva drug screen and/or confirmation.

Contractor must notify the user agency if there is a suspicion that the offender is under the influence of a substance at the time of the laboratory collection visit.

Monthly reports shall be maintained and forwarded to each district office. Reports shall include offender name, dates of collection, dates of screening and/or confirmation, and test results.

Contractor shall provide a donor randomization program at the frequency requested by the user agency’s supervising officer, at no additional cost.

Contractor must have the ability to invoice and report data to the user agency for different funding streams associated with program operations.

Contractor must ensure that staff members and staff members of sub-contractors who perform laboratory services are competent and qualified laboratory technicians.

Contractor must be responsible for the conduct and performance of any subcontractor and subcontractor employees.

Contractor must provide initial and ongoing training to user agency officers regarding the use of contractor’s products and services at no cost to the user agency.

At a minimum, contractor must have collection sites at the following locations:

- Alamogordo
- Albuquerque
- Carlsbad
- Deming
- Española
- Farmington
- Gallup
- Hobbs
- Las Cruces
- Las Vegas
- Portales
- Roswell
- Santa Fe
- Silver City
- Taos

Contractor shall continually work to expand their laboratory network statewide to include the locations listed in non-mandatory section. Expansion of additional sites shall be at no additional cost.

In addition to the minimum collection, screening, and/or confirmation services, contractor is encouraged to expand the services available to include designer drugs and prescribed medication on a special request basis.

Collection services shall be provided by a full service medical laboratory between the hours of 7:00 a.m. – 7:00 p.m. Weekdays and 7:00 a.m. – 3:00 p.m. on Saturdays.
Contractor shall provide a data merge between the two agencies to limit data entry by user agency officers.

In addition to the mandatory sites, contractor is encouraged to have or expand collection sites to the following locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>Town</th>
<th>Location</th>
<th>Town</th>
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</thead>
<tbody>
<tr>
<td>Anthony</td>
<td>Bernallilo</td>
<td>T or C</td>
<td>Ruidoso</td>
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<tr>
<td>Artesia</td>
<td>Silver City</td>
<td>Lordsburg</td>
<td>Fort Stanton</td>
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<tr>
<td>Grants</td>
<td>Moriarty</td>
<td>Clovis</td>
<td>Tucumcari</td>
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<tr>
<td>Raton</td>
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<td>Los Lunas</td>
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A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to Workers’ Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, this contract may be cancelled immediately.

Price shall not include state gross receipts or local tax. Such tax shall be added at the time of invoicing, at the current rates, and added as a separate item to be paid by user agency.
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00031

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>(AA)</th>
<th>(AB)</th>
<th>(AC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>1</td>
<td>ea</td>
<td>Laboratory Confirmation for positive screen results as evidence in court</td>
<td>Urine: $11.95 per drug; Oral Fluid: $18 per drug</td>
<td>$4.00</td>
<td>included</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>*(3) Laboratory Litigation Package</td>
<td>In Person: $1,500/day, $1,000/day; Telephonic: $175/hr (after 8 hrs); Litigation Packet: $50 each; Affidavit: $10 each</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>ea</td>
<td>Court Appearance to Defend Positive Drug Screen or Confirmation. To Include travel, lodging, and mileage charges, etc. in price of item</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(AA) Cordant Health:

KEY NOTES, ASSUMPTIONS, AND CONDITIONS APPLICABLE TO PRICING ABOVE:
1. Drugs available for five (5) and nine (9) drug urine tests: EtG, Alcohol (ethanol), Amphetamine/Methamphetamine, Barbiturates, Benzodiazepines, Cannabinoids (THC), Cocaine, Methadone, Opiates, PCP, and Propoxyphene.
2. Drugs available for Oral Fluid Panel: Alcohol, Amphetamines, Cannabinoids (THC), Benzodiazepines, Cocaine, Methamphetamine, Opiates, and PCP. Quoted price above is for a 6 (six) drug oral fluid panel. A four (4) drug oral fluid panel is also available for $11.95.
3. Oral fluid test price includes oral fluid collection device.
4. Club Drug Panel includes Ketamine, Oxycodone, and Ecstasy (MDMA).
5. Laboratory Specimen Collection price varies depending on area. Should an agency require collection services, we can provide a more accurate quote at that time.
6. Laboratory confirmation price quoted above applies only to specimens initially screened by Cordant Health Solutions in our Flagstaff, AZ laboratory. This price is not applicable to specimens tested with an instant or onsite device and then sent to our lab for confirmation testing only.
7. Overnight shipping via FedEx is included at no charge. Any combination of urine and oral fluid specimens may be shipped together. However, each shipping container (FedEx bag) must contain at least seven (7) specimens. A surcharge of $10.00 will be assessed for any container received by our lab that contains fewer than seven (7) specimens.
8. Urine collection kits for laboratory testing are provided at no charge.
9. Creatinine level provided on all urine specimens tested -- no additional charge.
10. THC Creatinine Ratio provided on all positive THC specimens -- no additional charge.
11. A basic specimen validity check is performed on every specimen. An Enhanced Adulteration Panel can be performed upon request for $4.50.
(AC) Norton Medical Industries:
  9 Panel Drug Test:
  Marijuana
  Methadone
  Cocaine
  Propoxyphene
  Amphetamines
  Barbiturates
  Heroin, morphine, codeine
  PCP
  Benzodiazepines