

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
92182 04

PAGE 1 of 2	ORDER DATE 08/24/23
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	
VENDOR ADDRESS: PREMIER BIOTECH LLC 723 KASOTA AVE SE MINNEAPOLIS MN 55414-2842	

THE CONTRACT PERIOD IS:

AUGUST 01, 2023 THROUGH JULY 31, 2024

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from MMCAP Infuse DOT Contract MMS 2000331

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Transportation, Human Resources for the period of August 01, 2023 through July 31, 2024. This contract may be extended upon mutual agreement of both parties.
Payment Terms: Net 45

(For the File - This RFP and Contract are bid and awarded by the Materials and Management Division of the State of Minnesota with the input of the members of the Minnesota Multistate Contracting Alliance for Pharmacy Infuse (MMCAP Infuse) of which Nebraska is a member. All backup bids, etc. are retained by the State of Minnesota.)



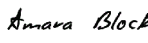
Premier Biotech LLC Contacts:
Vendor Contact: Chris Stephens, Director of Program Services
Cell Phone: 928-814-3247
Email: cstephens@premierbiotech.com

Vendor Contact: Matt Michalik, Chief Financial Officer
Phone: 612-432-6630
Email: mmichalik@premierbiotech.com

Vendor Contact: Scott Hutton, Account Executive
Cell Phone: 816-591-9736
Email: shutton@premierbiotech.com

Vendor Contact: Account Support
Phone: 888-686-9909
Email: accountsupport@premierbiotech.com
For questions or issues with collection sites.

Amendment two (2) per MMCAP Infuse MMS2000331 Amendment five (5) as attached. (08/24/23 AM)

 8/25/2023 BUYER	DocuSigned by:  8/25/2023 4106A24A8E8446D...	DocuSigned by:  8/28/2023 4CFF2711162A4A2... MATERIAL ADMINISTRATOR
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STATE OF NEBRASKA SERVICE CONTRACT AMENDMENTState Purchasing Bureau
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PAGE 2 of 2	ORDER DATE 08/24/23
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VENDOR NUMBER: 2334176	

CONTRACT NUMBER
92182 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	300.0000	EA	50.0000	15,000.00
2	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	300.0000	EA	70.0000	21,000.00
3	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING ON-SITE COLLECTION FEE	300.0000	EA	58.0000	17,400.00
4	BAT TESTING DESIGNATED IN-NETWORK COLLECTION FACILITY	300.0000	EA	39.0000	11,700.00
5	BAT TESTING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	300.0000	EA	52.2000	15,660.00
6	OTHER TESTING SERVICES	2,700.0000	\$	1.0000	2,700.00
7	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
8	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
9	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
10	TRAINING SERVICES TO INCLUDE TRAINING FOR WEB-BASED CURRICULMS, INSTRUCTIONS ON DRUG AND ALCOHOL COLLECTION	10,000.0000	\$	1.0000	10,000.00
	REFERENCE STATE OF NEBRASKA SERVICE PRICE LIST				
11	BACKGROUND CHECKS/SCREENING REFERENCE ATTACHMENT A, EXHIBIT 1 FOR PRICING	10,000.0000	\$	1.0000	10,000.00
12	DOT PHYSICAL EXAM	79.0000	EA	150.0000	11,850.00
	Total Order				122,810.00



BUYER INITIALS

AMENDMENT TWO
Contract Number 92182 O4

Drug Testing Services and Products for the State of Nebraska
Between
The State of Nebraska and Premier Biotech, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Premier Biotech, LLC, parties to Contract 92182 O4, and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the Contract Upon Execution of both Parties as follows:

- Whereas, the terms of MMCAP Infuse Contract MMS2000331 specifically state that the Contract may be amended per MMCAP Infuse Amendment 5 per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the existing contract by extending Contract 92182 O4 until July 31, 2024 or until all obligations have been satisfactorily fulfilled as determined by MMCAP Infuse, whichever occurs first.
- Primary Contact Information: The previous points of contact are hereby removed in their entirety and replaced with the following:

Vendor Contact: Chris Stephens, Director of Program Services
Cell Phone: 928-814-3247
Email: cstephens@premierbiotech.com

Vendor Contact: Matt Michalik, Chief Financial Officer
Phone: 612-432-6630
Email: mmichalik@premierbiotech.com

Vendor Contact: Scott Hutton, Account Executive
Cell Phone: 816-591-9736
Email: shutton@premierbiotech.com

Vendor Contact: Account Support
Phone: 888-686-9909
Email: accountsupport@premierbiotech.com
For questions or issues with collection sites.

- Lines 1 through 5 are hereby deleted and replaced by the following:

Line	Description	Unit of Measure	Unit Price	Extended Price
1	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	EA	50.0000	15,000.00
2	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	EA	70.0000	21,000.00
3	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING ON-SITE COLLECTION SITE FEE	EA	58.0000	17,400.00
4	BAT TESTING DESIGNATED IN-NETWORK COLLECTION FACILITY	EA	39.0000	11,700.00

5	BAT TESTING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	EA	52.2000	15,660.00
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4. The 2022 In-Network and 2022 Out-of-Network Collection Sites are hereby deleted and replaced with the 2023 Collection Site.
5. The Nebraska Price list dated January 2022 is hereby deleted and replaced with the Nebraska Price list dated August 2023.

This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier Amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Premier Biotech, LLC

By: Amara Block
DocuSigned by: 4CFF2711162A4A2...

By: Matt Michalik
DocuSigned by: 286BEE2455C0460...

Name: Amara Block

Name: Matt Michalik

Title: DAS Materiel Administrator

Title: Chief Financial Officer

Date: 8/28/2023

Date: 8/23/2023

AMENDMENT NO. 5 TO MMCAP INFUSE CONTRACT NO. MMS2000331

THIS AMENDMENT NO. 5 (“**Amendment**”) to MMS2000331 and its amendments (“**Agreement**”) is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Premier Biotech, Inc., a corporation with an address of 723 Kasota Avenue SE, Minneapolis, Minnesota 55414 (“**Vendor**”).

RECITALS

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

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

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

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

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications:

Revision 1: Paragraph B of the *Contract Term* in the Agreement will be revised as follows:

- B. **Expiration Date:** July 31, ~~2023~~ 2024, or until all obligations have been satisfactorily fulfilled as determined by MMCAP, whichever occurs first.

VENDOR: Premier Biotech, Inc.

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

Name: Matthew Michalik
 DocuSigned by: _____
 Signature: Matthew Michalik
 Title: Chief Financial Officer
 Date: 3/28/2023

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: _____ DocuSigned by: James Babbitt
 Signature: James Babbitt
 Date: 3/29/2023
DDE5B1490A484FC...

COMMISSIONER OF ADMINISTRATION

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

Name: _____ DocuSigned by: Christina Fox
 Signature: Christina Fox
 Date: 3/29/2023
126B5884704A473...

Nebraska Price List August 2023

Urine Drug Testing Panels DOT & Non-DOT: Premier Biotech

ITEM #	APPLICABLE CONTRACTS	ITEM DESCRIPTION	UNIT OF MEASURE	IN-NETWORK RATE	OUT OF NETWORK RATE
1	DOT Contract MMS2000331 AND Non-DOT MMS200334	5 Panel DOT & Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 50.00	\$ 70.00
2	DOT Contract MMS2000331 AND Non-DOT MMS200334	5 Panel DOT & Non-DOT Drug Testing-Urine Testing cost per specimen <i>SELF COLLECTED</i>	Each	\$ 30.00	N/A
3	DOT Contract MMS2000331 AND Non-DOT MMS200334	5 Panel DOT & Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 58.00	N/A
4	Non-DOT MMS200334	7 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 52.00	\$ 70.00
5	Non-DOT MMS200334	7 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 60.00	N/A
6	Non-DOT MMS200334	8 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 53.00	\$ 72.00
7	Non-DOT MMS200334	8 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 62.00	N/A
8	Non-DOT MMS200334	8 Panel Non-DOT Drug Testing-Urine Testing cost per specimen SELF COLLECTED	Each	\$ 43.00	N/A
9	Non-DOT MMS200334	9 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 48.00	\$ 63.60
10	Non-DOT MMS200334	9 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 60.00	N/A
11	Non-DOT MMS200334	10 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 50.40	\$ 64.80
12	Non-DOT MMS200334	10 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 62.40	N/A
13	Non-DOT MMS200334	15 Panel Non-DOT Drug Testing- Urine Testing cost per specimen including collection at designated collection facility	Each	\$ 57.60	\$ 73.20
14	Non-DOT MMS200334	15 Panel Non-DOT Drug Testing- Urine Testing cost per specimen including collection at on-site collect	Each	\$ 69.60	N/A
15	Non-DOT MMS200334	Add On - Extended Opiates and ETG CAP Lab Only	Each	\$ 4.80	\$ 4.80
16	DOT Contract MMS2000331 AND Non-DOT MMS200334	Re-analysis - (donor requested) at second laboratory	Each	\$ 210.00	\$ 210.00
17	DOT Contract MMS2000331 AND Non-DOT MMS200334	Telephonic Testimony	Hour	\$ 123.60	\$ 123.60
18	DOT Contract MMS2000331 AND Non-DOT MMS200334	Court Testimony - Collector or record custodian called to appear in court by subpoena	Hour	\$ 540.00	\$ 540.00
19	DOT Contract MMS2000331 AND Non-DOT MMS200334	After Hours On-Site - Any collection performed outside normal business hours (8AM to 5PM)	Hour	\$ 210.00	\$ 210.00
20	DOT Contract MMS2000331 AND Non-DOT MMS200334	MRO Review - Review of all results, both positive and negative	Each	\$ 2.62	\$ 2.62
21	DOT Contract MMS2000331 AND Non-DOT MMS200334	MRO Review - Positive Only or POCT	Each	\$ 24.00	\$ 24.00
22	DOT Contract MMS2000331 AND Non-DOT MMS200334	Litigation Package: Lab	Each	\$ 390.00	\$ 390.00
23	DOT Contract MMS2000331 AND Non-DOT MMS200334	Litigation Package: MRO	Each	\$ 120.00	\$ 120.00
24	DOT Contract MMS2000331 AND Non-DOT MMS200334	Direct Observation: Mandatory urine collections	Each	\$ 30.00	\$ 30.00
25	DOT Contract MMS2000331 AND Non-DOT MMS200334	Refusals to Test: Donor refusal to test	Each	\$ 33.60	\$ 33.60
26	DOT Contract MMS2000331 AND Non-DOT MMS200334	Notary: Legal documents or records	Each	\$ 3.60	\$ 3.60

* Some agencies may require MRO results for all testing (positive and negative) they perform.

** Confirmation of \$20 may apply if agency positive rate exceeds 7 percent in total

BREATH ALCOHOL TESTING DOT & Non-DOT: Premier Biotech

ITEM #	APPLICABLE CONTRACTS	ITEM DESCRIPTION	UNIT OF MEASURE	New In Network Rate	New Out of Network Rate
1	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT & Non-DOT Alcohol Testing: Testing price per breath test at designated collection facility	Each	\$ 39.00	\$ 52.20
2	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT & Non-DOT Alcohol Testing: Testing price per breath test at on-site collect	Each	\$ 51.00	\$ 64.20
3	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT & Non-DOT Alcohol Testing: Emergency on-site without advanced notice	Each	\$ 168.00	\$ 168.00

HAIR AND ORAL FLUID TESTING: Premier Biotech

ITEM #	APPLICABLE CONTRACTS	ITEM DESCRIPTION	UNIT OF MEASURE	New In Network Rate	New Out of Network Rate
1	Non-DOT MMS200334	7 Panel Hair Drug Screening - Testing for use, cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 56.16	\$ 72.96
2	Non-DOT MMS200334	10 Panel Hair Drug Screening -Testing for use, cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 72.00	\$ 87.60
3	Non-DOT MMS200334	7 Panel HairGuard - Testing for exposure, cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 86.40	\$ 102.00
4	Non-DOT MMS200334	10 Panel HairGuard - Testing for exposure, cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 93.60	\$ 111.60
5	Non-DOT MMS200334	5 Panel Drug Screening-Oral- Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 47.76	\$ 63.36
6	Non-DOT MMS200334	7 Panel Drug Screening-Oral-Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 50.40	\$ 66.00
7	Non-DOT MMS200334	9 Panel Drug Screening-Oral-Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 53.04	\$ 68.64
8	Non-DOT MMS200334	10 Panel Drug screening-Oral-Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 56.04	\$ 71.28
9	Non-DOT MMS200334	D/L Isomer Separation - specific confirmation analysis for methamphetamine (hair only)	Each	\$ 91.20	\$ 91.20
10	Non-DOT MMS200334	Re-analysis - (donor requested) at second laboratory	Each	\$ 214.80	\$ 214.80
11	Non-DOT MMS200334	Court Testimony - Collector or record custodian called to appear in court by subpoena	Hour	\$ 72.00	\$ 72.00
12	Non-DOT MMS200334	After Hours On-Site - Any collection performed outside normal business hours (8AM to 5PM)	Hour	\$ 210.00	\$ 210.00
13	Non-DOT MMS200334	MRO Review - Review of all results, both positive and negative	Each	\$ 2.62	\$ 2.62
14	Non-DOT MMS200334	MRO Review - Positive Only	Each	\$ 21.60	\$ 21.60
15	Non-DOT MMS200334	Litigation Package: Lab	Each	\$ 390.00	\$ 390.00
16	Non-DOT MMS200334	Litigation Package: MRO	Each	\$ 120.00	\$ 120.00
17	Non-DOT MMS200334	Refusals to Test: Donor Refusal to test	Each	\$ 33.60	\$ 33.60
18	Non-DOT MMS200334	Notary: Legal documents or records	Each	\$ 3.60	\$ 3.60

*Some agencies may require MRO results for all testing (positive and negative).

Training

ITEM #	APPLICABLE CONTRACTS	ITEM DESCRIPTION	UNIT OF MEASURE
1	DOT Contract MMS2000331 AND Non-DOT MMS200334	Supervisor Training: Web-based	Per Student
2	DOT Contract MMS2000331 AND Non-DOT MMS200334	Employee Education: Web-based	Per Student
3	DOT Contract MMS2000331 AND Non-DOT MMS200334	Breath Alcohol Technician: Web-based	Per Student
4	DOT Contract MMS2000331 AND Non-DOT MMS200334	Specimen Collection: Web-based	Per Student
5	DOT Contract MMS2000331 AND Non-DOT MMS200334	General Trainings: Various Curriculums	Hour
6	DOT Contract MMS2000331 AND Non-DOT MMS200334	Training Packets: Printed Materials	Per Packet
7	DOT Contract MMS2000331 AND Non-DOT MMS200334	Supervisor Training: Instructor Led	Hour
8	DOT Contract MMS2000331 AND Non-DOT MMS200334	Employee Education: Instructor Led	Hour
9	DOT Contract MMS2000331 AND Non-DOT MMS200334	Breath Alcohol Technician: Instructor Led	Hour
10	DOT Contract MMS2000331 AND Non-DOT MMS200334	Specimen Collection: Instructor Led	Hour
11	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT MIS Training and Report Submission and Assistance	Hour
12	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT FTA Program Management Drug and Alcohol Training	Per Session

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

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PAGE 1 of 2	ORDER DATE 09/12/22
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	
VENDOR ADDRESS: PREMIER BIOTECH LLC 723 KASOTA AVE SE MINNEAPOLIS MN 55414-2842	

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Payment Terms: Net 45

(For the File - This RFP and Contract are bid and awarded by the Materials and Management Division of the State of Minnesota with the input of the members of the Minnesota Multistate Contracting Alliance for Pharmacy Infuse (MMCAP Infuse) of which Nebraska is a member. All backup bids, etc. are retained by the State of Minnesota.)

Premier Biotech LLC Contacts:

Vendor Contact: Matthew Michalik – Chief Operating Officer
Phone: 612-432-6630
Email: mmichalik@premierbiotech.com

Vendor Contact: Jason St. Ores, Customer Service
Phone: 651-207-6078
Cell Phone: 651-235-8144
Email: jstores@premierbiotech.com

Applya Corporation Contact:

Vendor Contact: Melissa DiThomas
Phone: 864-990-3696 Extension 106
Cell Phone: 724-272-1763
Email: mdithomas@applya.com

This is the first renewal of the contract as amended. (MH 8/5/22)

Amendment One (1) as attached. (MH 8/22/22)

DS


9/30/2022

BUYER

DocuSigned by:

Vicky Collins 9/30/2022

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DocuSigned by:

Michelle Potts 9/30/2022

MATERIEL ADMINISTRATOR

B306947D68FE486

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
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2	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	300.0000	EA	49.0000	14,700.00
3	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING ON-SITE COLLECTION FEE	300.0000	EA	46.0000	13,800.00
4	BAT TESTING DESIGNATED IN-NETWORK COLLECTION FACILITY	300.0000	EA	32.5000	9,750.00
5	BAT TESTING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	300.0000	EA	43.5000	13,050.00
6	OTHER TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00
7	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
8	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
9	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
10	TRAINING SERVICES TO INCLUDE TRAINING FOR WEB-BASED CURRICULMS, INSTRUCTIONS ON DRUG AND ALCOHOL COLLECTION REFERENCE STATE OF NEBRASKA SERVICE PRICE LIST	10,000.0000	\$	1.0000	10,000.00
11	BACKGROUND CHECKS/ SCREENING REFERENCE ATTACHMENT A, EXHIBIT 1 FOR PRICING	10,000.0000	\$	1.0000	10,000.00
12	DOT PHYSICAL EXAM	79.0000	EA	150.0000	11,850.00
Total Order					102,950.00

DS
VC
BUYER INITIALS

AMENDMENT ONE
Contract Number 92182 O4
Drug Testing Services and Products for the State of Nebraska
Between
The State of Nebraska and Premier Biotech LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Premier Biotech LLC, parties to Contract 92182 O4, and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the Contract upon execution as follows:

1. MMCAP Infuse MMS2000331 Attachment A price list is hereby removed in its entirety and replaced with MMCAP Infuse MMS2000331 Attachment A price list Amendment 1, Exhibit 1.
2. The Nebraska Price list dated August 01, 2020, is hereby deleted and replaced with the Nebraska Price list dated January 2022.
3. The 2020 In-Network Nebraska Collection Site is hereby deleted and replaced with 2022 In-Network Collection Site.
4. The 2020 Out-of-Network Nebraska Collection Site is hereby deleted and replaced with 2022 Out-of-Network Collection Site.
5. Lines 10 through 12 are hereby added to the CONTRACT for the following products and services:

Line	Description	Unit of Measure	Unit Price	Extended Price
10	TRAINING SERVICES TO INCLUDE TRAINING FOR WEB-BASED CURRICULMS, INSTRUCTIONS ON DRUG AND ALCOHOL COLLECTION REFERENCE STATE OF NEBRASKA SERVICE PRICE LIST	\$	1.0000	10,000.00
11	BACKGROUND CHECKS/SCREENING REFERENCE ATTACHMENT A, EXHIBIT 1 FOR PRICING	\$	1.000	10,000.00
12	DOT PHYSICAL EXAM	EA	150.0000	11,850.00

6. Primary Contact Information: Previous point of contacts are hereby removed and replaced with the following point of contacts:

Premier Biotech LLC Contacts:

Vendor Contact: Matthew Michalik – Chief Operating Officer
Phone: 612-432-6630
Email: mmichalik@premierbiotech.com

Vendor Contact: Jason St. Ores, Customer Service
Phone: 651-207-6078
Cell Phone: 651-235-8144
Email: jstores@premierbiotech.com

Applya Corporation Contact:

Vendor Contact: Melissa DiThomas
Phone: 864-990-3696 Extension 106
Cell Phone: 724-272-1763
Email: mdithomas@applya.com

This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier Amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Premier Biotech LLC

By: DocuSigned by:
Michelle Potts
B306917D66EE486...

By: Matthew Michalik
2989EE2855C0480

Name: Amara Block

Name: Matthew Michalik

Title: Materiel Administrator

Title: COO

Date: 9/30/2022

Date: 9/12/2022



Quest Scheduling for **After-Hours** Collector

Call: 1(866)457-4009

1. Call the number and advise the representative that you are under the Premier Biotech/ I3Screen protocol, the representative will ask the following questions:
 - a. Identify your company name
 - b. Provide your name (person requesting the testing) and phone number
 - c. Reason for testing (i.e., post-accident, reasonable suspicion, etc.)
 - d. Location where you are needing the on-site collection completed (City & State)
 - e. Number of individuals to be tested
 - f. DOT or Non-DOT collections
 - g. Services to be performed (drug screen, breath alcohol, or both)
 - h. **Must have the correct chain of custody form at location to provide to the mobile collector**
 - i. DER responsible for managing the drug and alcohol program
 - j. Manager or supervisor who will be escorting the collector
2. The service agency coordinator will contact the appropriate facility to have one of our technicians go on-site to complete the testing. At that time, the service agency coordinator will provide the caller with an estimated time of arrival and collector name.
3. In the event of an on-site collection, the caller is responsible for providing the service agency coordinator with a designated location meeting the following criteria:
 - a. Restroom facilities with separate toilet and running water (with restriction capabilities) during the time of collection
 - b. A facility with an available electrical outlet
 - c. A telephone for notification purposes should a positive breath alcohol tests result occur
 - d. The facility management must be in agreement to utilize the facility for the purpose of specimen collection and/or breath alcohol testing

You will need to obtain permission from the facility for the collector to be able to conducting the testing requested and let the service agency know if permission is granted or not.

For example: if your candidate is in the hospital you will need to obtain permission from the facility for the collector to come in and perform the collection or breath alcohol test on the candidate.

The Service Agency and Collector **will not** be providing the following: (DOT guidelines)

- a. Roadside testing is not permitted. Only facilities with the above listed requirements are acceptable.
- b. Donor transportation (either to a service agency staff person, vehicle, or ride with a donor in their own personal vehicle.)
- c. Performs services at the roadside "rest areas" or any other facility at which the safety or service agency personnel is perceived to be in jeopardy.

Important Note:

- a. Any emergency services occurring during **normal business hours 8:00am -5:00pm** Monday- Friday, may be completed as an in-office emergency **collection at the closest facility**
- b. All emergency services occurring after 5:00pm and before 8:00am and all weekend services, holiday services, are performed on a **mobile basis**.

If Quest cannot locate an account for you, advise them that all the collections should take place under the Premier Biotech/I3Screen house accounts.

Once collection services have been completed, be sure to contact Premier Biotech at clientservices@premierbiotech.com and provide a copy of the completed chain of custody forms and/or breath alcohol testing forms. We will need the copies for tracking purposes.

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
92182 04

PAGE 1 of 2	ORDER DATE 08/05/22
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	
VENDOR ADDRESS: PREMIER BIOTECH LLC 723 KASOTA AVE SE MINNEAPOLIS MN 55414-2842	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2022 THROUGH JULY 31, 2023

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from MMCAP Infuse DOT Contract MMS 2000331

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Transportation, Human Resources for the period of August 01, 2022 through July 31, 2023. This contract may be extended upon mutual agreement of both parties.

Payment Terms: Net 45

(For the File - This RFP and Contract are bid and awarded by the Materials and Management Division of the State of Minnesota with the input of the members of the Minnesota Multistate Contracting Alliance for Pharmacy Infuse (MMCAP Infuse) of which Nebraska is a member. All backup bids, etc. are retained by the State of Minnesota.)

Vendor Contact: Cassandra Mascarenas

Phone: (864) 380-0471

Fax: (919) 328-3177

Email: cmascarenas@applya.com

Vendor Contact: Laura Kerr

Phone: (864) 483-5256

Fax: (919) 328-3177

Email: lkerr@applya.com

Contract Management

Vendor Contact: Brain Heatwole, Chief Sales Officer

Office Phone: (913) 815-8856

Mobile Phone: (864) 982-7059

Email: bheatwole@applya.com

(9/10/20 sc)

This is the first renewal of the contract as amended. (MH 8/5/22)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	URINE 5 PANEL DRUG SCREEN	300.0000	EA	36.0000	10,800.00

DS
PK

8/5/2022

DocuSigned by:

Vicki Collins 8/5/2022

4106A24A8E8446D...
BUYER

DocuSigned by:

Amara Block 8/5/2022

4CFE2711182A4A2...
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

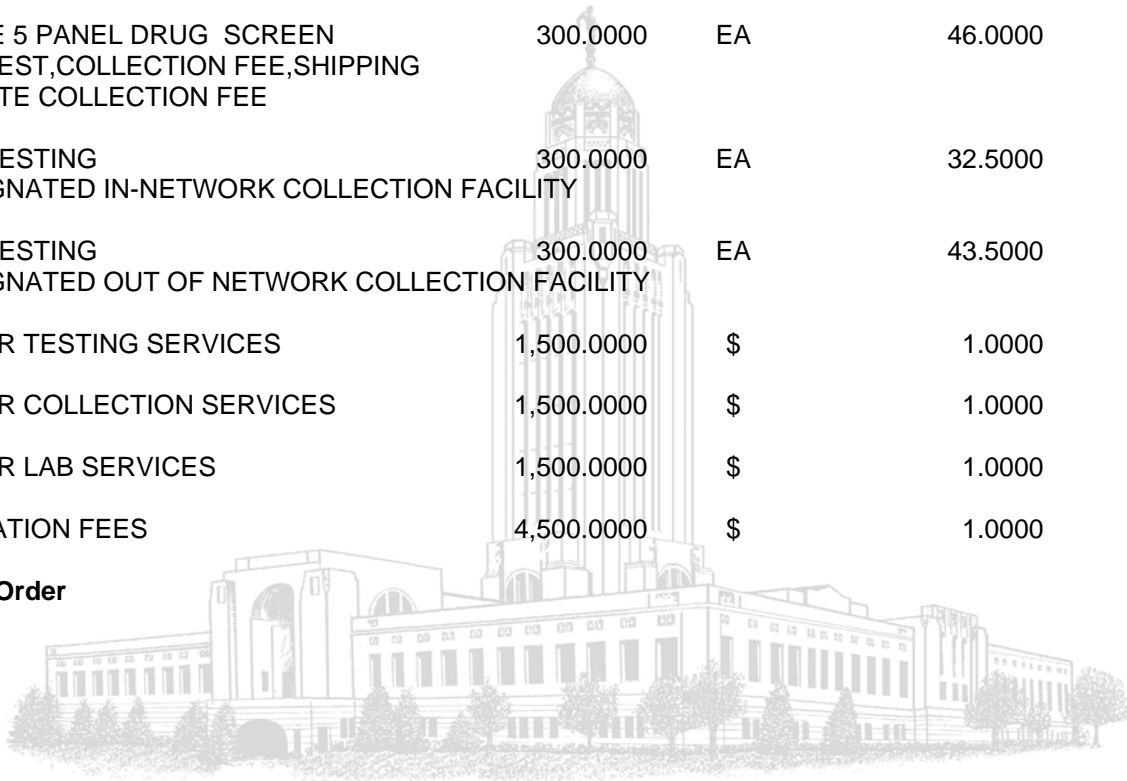
State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE		ORDER DATE	
2 of 2		08/05/22	
BUSINESS UNIT		BUYER	
9000		VICKI COLLINS (AS)	
VENDOR NUMBER: 2334176			

CONTRACT NUMBER
92182 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY				
2	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	300.0000	EA	49.0000	14,700.00
3	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING ON-SITE COLLECTION FEE	300.0000	EA	46.0000	13,800.00
4	BAT TESTING DESIGNATED IN-NETWORK COLLECTION FACILITY	300.0000	EA	32.5000	9,750.00
5	BAT TESTING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	300.0000	EA	43.5000	13,050.00
6	OTHER TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00
7	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
8	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
9	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
Total Order					71,100.00



DS
 VC

BUYER INITIALS

MMS2000331

Amendment #14, 2022

The most accurate version

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>

Attachment A: Pricing

Line Item	Description	Matrice	Unit Cost	Unit of Measure	Manufacturer	Brand	Packaging	Discount	Discount	Discount
	DOT Drug And Alcohol Testing							10 Calendar Days	20 Calendar Days	30 Calendar Days
1	5 Panel - DOT	Urine	\$ 53.00	Each						
2	DOT - Breath - Alcohol	Breath	\$ 55.00	Each						
	Services									
3	MRO Services (per test review)		\$ 2.85	Per Test				2%	1%	0.50%
4	Regulatory Policy Review		\$ 125.00	Per Hour						
5	Legal Consultation		\$ 400.00	Per Hour						
6	Technical Expert Testimony		\$ 200.00	Per Hour						
7	Litigation Assistance		\$ 400.00	Per Hour						
8	Qualifications of Lab Director and/or Certifying Scientist		\$ 200.00	Per Hour						
9	Mock Audits		\$ 100.00	Per Hour						
10	SAP		\$ 550.00	Per Referral						
11	EAP		\$ 25.00	Per Case						
12	DOT & Non-DOT Alcohol Testing: Testing price per		\$ 65.00	Each						
13	DOT & Non-DOT Alcohol Testing: Emergency on-site		\$ 185.00	Each						
	Background Checks/Screening									
	<i>Premier Biotech and partners provide over 100 background screening services in over 200 countries across the globe. A full portfolio of criminal history, verifications, motor vehicle records and government watchlists keep our state governments safe and compliant with federal and state laws. applya partners deploy a state-of-the-art technology and new search algorithms that uses advanced artificial intelligence to quickly analyze unique data sets and apply a rules-based system to interpret results and make decisions based on pre-set hiring criteria set by our clients.</i>									
	Ala Carte Searches (Fees will be passed thru)									
	Address History Trace/SSN Validation	Varies	\$ 1.25	Each						
	Civil Suits and Judgements (State)	Varies	\$ 12.25	Each						
	County Criminal Search	Varies	\$ 7.00	Each						
	Credit Report	Varies	\$ 7.25	Each						
	Education Verification	Varies	\$ 12.25	Each						
	Employment Verification	Varies	\$ 12.25	Each						
	E-Verify	Varies	\$ 2.85	Each						
	Fraud & Abuse Control Information Systems Search	Varies	\$ 6.20	Each						
	Federal District Criminal Records Check	Varies	\$ 7.00	Each						
	Federal Civil Suits and Judgements	Varies	\$ 7.00	Each						
	Government Watchlist Search	Varies	\$ 3.00	Each						
	License/Credentialing Verification	Varies	\$ 12.25	Each						
	MVR / Driving Records	Varies	\$ 3.00	Each						
	National Practitioners Database (NPDB)	Varies	\$ 3.00	Each						
	Nationwide Sex Offender Registry Search	Varies	\$ 3.00	Each						
	OIG/GSA Excluded Parties Search	Varies	\$ 3.00	Each						
	Professional References	Varies	\$ 12.25	Each						
	Security Watch List (OFAC)	Varies	\$ 3.00	Each						

MMS2000331
 Amendment #14, 2022
 Exhibit 1
 The most accurate version

<http://www.misd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>

14

South Carolina Commission on Lawyer Conduct	Varies	\$ 12.25	Each					
Statewide Civil Search	Varies	\$ 12.25	Each					
Statewide Criminal Search	Varies	\$ 7.00	Each					
Statewide Sex Offender Search	Varies	\$ 3.00	Each					
US Criminal History Search (National)	Varies	\$ 5.75	Each					
Student Package 1 Merchant (Includes fees excluding NY State)		\$ 26.30	Each					
Social Security Number Verification	Varies							
Address History Report	Varies							
US Criminal History Report	Varies							
7 Year-County Criminal Search (includes previous counties of residence)	Varies							
National Sex Offender Registry	Varies							
Patriot Act Compliance Watchlist	Varies							
Student Package 2 Merchant + FEDERAL (Includes fees excluding NY State)		\$ 31.50	Each					
Social Security Number Verification	Varies							
Address History Report	Varies							
US Criminal History Report	Varies							
7 Year-County Criminal Search (includes previous counties of residence)	Varies							
Federal Criminal History	Varies							
National Sex Offender Registry	Varies							
Patriot Act Compliance Watchlist	Varies							
Student Package 3 Merchant + FACIS (Includes fees excluding NY State)		\$ 40.00	Each					
Social Security Number Verification	Varies							
Address History Report	Varies							
US Criminal History Report	Varies							
SC Statewide Indicator (CastNet)	Varies							
7 yr.-County Criminal Search (includes prev. counties/residence SC-NA)	Varies							
National Sex Offender Registry	Varies							
Patriot Act Compliance Watchlist	Varies							
FACIS Level 3	Varies							
Package 1 (excluding fees – passed through)		\$ 19.90	Each					
Social Security Number Verification	Varies							
Address History Report	Varies							
US Criminal History Report	Varies							
7 yr.-County Criminal Search (includes prev. counties/residence SC-NA)	Varies							
National Sex Offender Registry	Varies							
Patriot Act Compliance Watchlist	Varies							
Package 1 + Federal (excluding fees – passed through)		\$ 25.20	Each					
Social Security Number Verification	Varies							
Address History Report	Varies							
US Criminal History Report	Varies							
7 yr.-County Criminal Search (includes prev. counties/residence SC-NA)	Varies							
Federal Criminal History	Varies							
National Sex Offender Registry	Varies							
Patriot Act Compliance Watchlist	Varies							
Package 1 + Federal + MVR (excluding fees – passed through)		\$ 31.50	Each					
Social Security Number Verification	Varies							

MMS2000331
 Amendment #1, 2022
 The most current version

<http://www.mmc.admin.state.mn.us/MMCAP/Contracts/Default.aspx>

	Address History Report	Varies							
	US Criminal History Report	Varies							
	7 yr.-County Criminal Search (includes prev. counties/residence SC-NA	Varies							
	Federal Criminal History	Varies							
	Motor Vehicle Report	Varies							
	National Sex Offender Registry	Varies							
	Patriot Act Compliance Watchlist	Varies							
	Package 1 + Federal + Employment Verification (excluding fees – passed through)		\$ 43.20	Each					
	Social Security Number Verification	Varies							
	Address History Report	Varies							
	US Criminal History Report	Varies							
	7 yr.-County Criminal Search (includes prev. counties/residence SC-NA	Varies							
	7-Year Employment Verification	Varies							
	Federal Criminal History	Varies							
	National Sex Offender Registry	Varies							
	Patriot Act Compliance Watchlist	Varies							
	Package 1 + Federal + Education Verification (excluding fees – passed through)		\$ 43.20	Each					
	Social Security Number Verification	Varies							
	Address History Report	Varies							
	US Criminal History Report	Varies							
	7 Year-County Criminal Search (includes previous counties of residence,	Varies							
	Education Verification-Highest Degree	Varies							
	Federal Criminal History	Varies							
	National Sex Offender Registry	Varies							
	Patriot Act Compliance Watchlist	Varies							
	Package 1 + Federal + Employment + Education Verification (excluding fees – passed through)		\$ 56.90	Each					
	Social Security Number Verification	Varies							
	Address History Report	Varies							
	US Criminal History Report	Varies							
	7 Year-County Criminal Search (includes previous counties of residence,	Varies							
	7 Year Employment Verification	Varies							
	Education Verification-Highest Degree	Varies							
	Federal Criminal History	Varies							
	National Sex Offender Registry	Varies							
	Patriot Act Compliance Watchlist	Varies							
	Package 1 (excluding fees – passed through)		\$ 11.50	Each					
	Social Security Number Verification	Varies							
	Address History Report	Varies							
	US Criminal History Report	Varies							
	Products Pricing								
15	QED Saliva Alcohol Test DOT	Alcohol	\$ 12.00	Each	Orasure	QED Saliva Alcohol	1		
16	QED Saliva Alcohol Controls	Alcohol	\$ 40.00	Each	Orasure	QED Saliva Alcohol	2		
17	QED Saliva Alcohol Results Forms	Alcohol	\$ 1.50	Each	Orasure	Form	1		
18	Disposable Breath Alcohol Tubes	Alcohol	\$ 2.50	Each	Breathscan	Breathscan Alcohol	1		

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>
AMENDMENT NO. 2 TO MMCAP INFUSE CONTRACT NO. MMS2000331

THIS AMENDMENT NO. 2 ("**Amendment**") to MMS2000331 and its amendment ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Premier Biotech, Inc., a corporation with an address of 723 Kasota Avenue SE, Minneapolis, Minnesota 55414 ("**Vendor**").

RECITALS

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

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

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

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

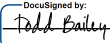
Modifications:

Revision 1: The following Services will be added to *Attachment A* of the Agreement:

Description	Unit Cost	Unit of Measure
Services		
Employee Drug and Alcohol Awareness Training	\$22.00	Per/Student
Supervisor Reasonable Suspicion: Signs and Symptoms Drug and Alcohol Training	\$22.00	Per/Student
Onsite Instructor Led Training Maximum of 15 students per session:		
Employee Drug and Alcohol Awareness Training	\$1,500.00	Per Session
Supervisor Reasonable Suspicion: Signs and Symptoms Drug and Alcohol Training	\$1,500.00	Per Session

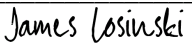
VENDOR: Premier Biotech, Inc.

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

Name: Todd Bailey
 Signature: 
 Title: CEO
 Date: 1/4/2022

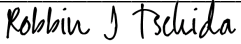
STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: James Losinski
 Signature: 
 Date: 1/5/2022

COMMISSIONER OF ADMINISTRATION

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

Name: Robbin J Tschida
 Signature: 
 Date: 1/5/2022

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>**AMENDMENT NO. 3 TO MMCAP INFUSE CONTRACT NO. MMS2000331**

THIS AMENDMENT NO. 3 ("**Amendment**") to MMS2000331 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document ("**Effective Date**") and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Premier Biotech, Inc., a corporation with an address of 723 Kasota Avenue SE, Minneapolis, Minnesota 55414 ("**Vendor**").

RECITALS

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

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

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

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

Modifications:

Revision 1: Seven (7) calendar days after the Effective Date of this Amendment, the following Services will be added to *Attachment A* of the Agreement:

Description	Unit Cost	Unit of Measure
Services		
DOT Physical Exams <i>A DOT physical can only be completed by a medical examiner certified by the FMCSA. It is up to the Medical Examiner to determine if a candidate meets all the requirements, and to mark the report to the best of their knowledge. If the medical examiner finds that the person, he/she examined is physically qualified to drive a commercial motor vehicle (CMV), the medical examiner will furnish one copy of the results to the person who was examined and complete a Medical Examiner's Certificate.</i>	\$150.00	Each

VENDOR: Premier Biotech, Inc.

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

Name: Todd Bailey
 Signature: Todd Bailey
 Title: CEO
 Date: March 7, 2022

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: James Losinski
 Signature: James Losinski
 Date: 0CAAB984AFAD40F... 3/8/2022

COMMISSIONER OF ADMINISTRATION

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

Name: Robbin J Tschida
 Signature: Robbin J Tschida
 Date: C081B5019F8B4F8... 3/8/2022

AMENDMENT NO. 4 TO MMCAP INFUSE CONTRACT NO. MMS2000331

THIS AMENDMENT NO. 4 ("**Amendment**") to MMS2000331 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Premier Biotech, Inc., a corporation with an address of 723 Kasota Avenue SE, Minneapolis, Minnesota 55414 ("**Vendor**").

RECITALS

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

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

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

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

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications:

Revision 1: Paragraph B of the *Contract Term* in the Agreement will be revised as follows:

- B. **Expiration Date:** July 31, 2022 2023, or until all obligations have been satisfactorily fulfilled as determined by MMCAP, whichever occurs first.

Revision 2: On August 1, 2022, Paragraph 2.4(F) of the Agreement will be revised as follows:

- F. No Minimum Order Requirements: During the term of this Agreement, there shall be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount. However, the cost to ship orders below two hundred dollars (\$200.00) will be passed through to the Member without any markup or fee from the Vendor, and such cost will be disclosed to the Member at the time of the order.

Revision 3: On August 1, 2022, the following Products will increase in price:

Item Number	Description	Manufacturer	Brand	Contract Pricing
15	QED Saliva Alcohol Test DOT - Product SKU: ORA-01	Orasure Technologies	QED Saliva Alcohol Test	\$15.00
16	QED Saliva Alcohol Controls - Product SKU: ORA-02	Orasure Technologies	QED Saliva Alcohol Test	\$45.00
17	QED Saliva Alcohol Results Forms - Product SKU: ORA-03	Orasure Technologies	Form	\$1.75
18	Disposable Breath Alcohol Tubes - Product SKU: BSCAN-01	Breathscan	Breathscan Alcohol Detector	\$2.75

[End of Amendment; Signature Page Follows]

VENDOR: Premier Biotech, Inc.

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

Name: Matt Michalik
Signature: *[Handwritten Signature]*
Title: COO
Date: 7/12/22

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: James Babbitt
Signature: *[Handwritten Signature]*
Date: 7/12/2022

COMMISSIONER OF ADMINISTRATION

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

Name: Robbin J Tschida
Signature: *[Handwritten Signature]*
Date: 7/12/2022

[Signature Page]

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
92182 04

PAGE 1 of 2	ORDER DATE 09/10/20
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	
VENDOR ADDRESS: PREMIER BIOTECH LLC 723 KASOTA AVE SE MINNEAPOLIS MN 55414-2842	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 21, 2020 THROUGH JULY 31, 2022

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from MMCAP Infuse DOT Contract MMS 2000331

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Transportation, Human Resources for the period of September 21, 2020 through July 31, 2022. This contract may be extended upon mutual agreement of both parties.

Payment Terms: Net 45

(For the File - This RFP and Contract are bid and awarded by the Materials and Management Division of the State of Minnesota with the input of the members of the Minnesota Multistate Contracting Alliance for Pharmacy Infuse (MMCAP Infuse) of which Nebraska is a member. All backup bids, etc. are retained by the State of Minnesota.)

Vendor Contact: Cassandra Mascarenas
Phone: (864) 380-0471
Fax: (919) 328-3177
Email: cmascarenas@applya.com

Vendor Contact: Laura Kerr
Phone: (864) 483-5256
Fax: (919) 328-3177
Email: lkerr@applya.com

Contract Management
Vendor Contact: Brain Heatwole, Chief Sales Officer
Office Phone: (913) 815-8856
Mobile Phone: (864) 982-7059
Email: bheatwole@applya.com

(9/10/20 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING	300.0000	EA	36.0000	10,800.00

DocuSigned by: *Vicki Collins* 10/21/2020
DocuSigned by: *[Signature]* 10/21/2020
4106A01E858446D...
BUYER
6F1A26D8C1D24BC
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

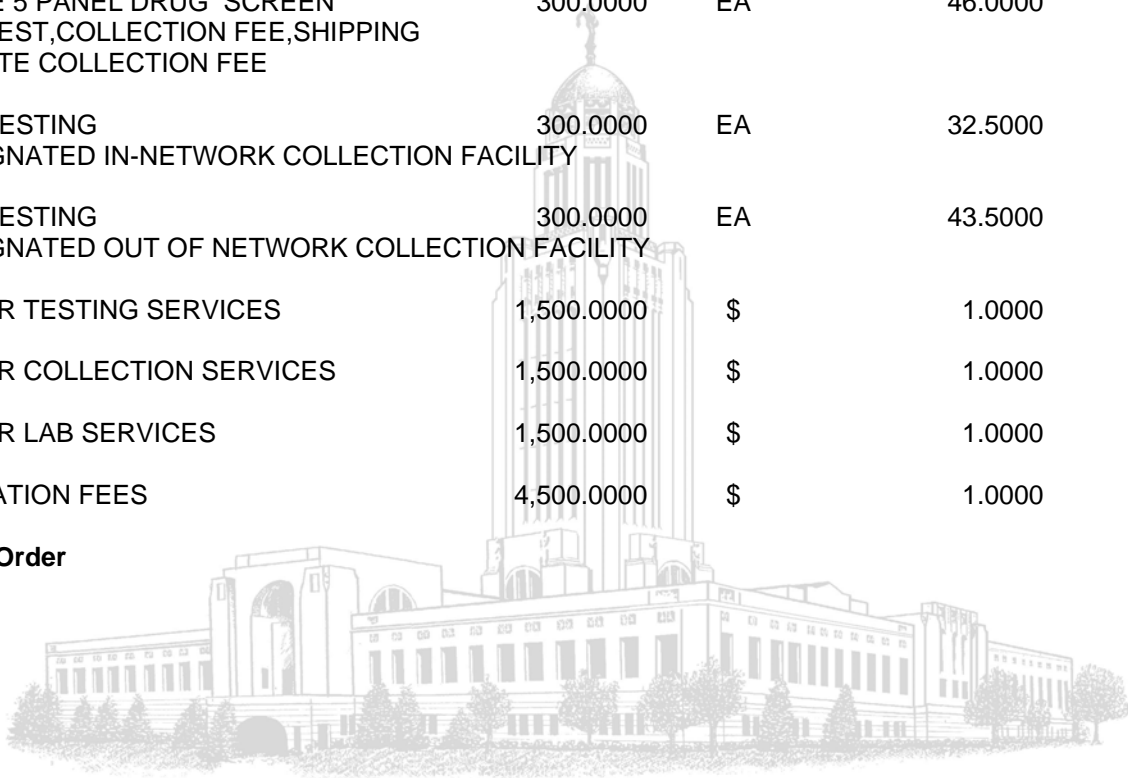
State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 2 of 2		ORDER DATE 09/10/20	
BUSINESS UNIT 9000		BUYER VICKI COLLINS (AS)	
VENDOR NUMBER: 2334176			

CONTRACT NUMBER
92182 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	DESIGNATED IN-NETWORK COLLECTION FACILITY				
2	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	300.0000	EA	49.0000	14,700.00
3	URINE 5 PANEL DRUG SCREEN LAB TEST, COLLECTION FEE, SHIPPING ON-SITE COLLECTION FEE	300.0000	EA	46.0000	13,800.00
4	BAT TESTING DESIGNATED IN-NETWORK COLLECTION FACILITY	300.0000	EA	32.5000	9,750.00
5	BAT TESTING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	300.0000	EA	43.5000	13,050.00
6	OTHER TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00
7	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
8	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
9	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
	Total Order				71,100.00



DS
VC
 BUYER INITIALS

In Network Nebraska Facilities

Name	Address 1	Address 2	City	State	ZIP Code	Phone Number	Fax Number	Blood Alc Collection	Observed Collection	Breath Alcohol Collection	Electronic CCF	Regulated Electronic CCF	Appointments	Hours of Operation
BelleVue Urgent Care	1327 Hazlan Drive		Bellevue	NE	68005	402-291-8701	402-291-8702	N	N	N	N	N		Drug Screen: M-F 8:00 am-8:00 pm; Sa 8:00 am-4:00 pm
Blacktop Chiropractic	5333 W Oregon River Pk	Ste 8	Grand Island	NE	68802	402-481-1471	908-392-9216	N	N	N	Y	N		Drug Screen: M-F 8:00 am-6:00 pm; Sa 9:00 am-1:00 pm
Grant Island Clinic	2424 W. Pindley Ave		Grand Island	NE	68802	308-682-3300	308-683-0286	N	Y	Y	N	N		Drug Screen: M-F 8:30 am-4:30 pm
Provent Care	1305 S. Encourd	Ste 4	Grand Island	NE	68801	308-381-3800	308-381-4048	N	Y	N	N	N		Drug Screen: M-F 8:00 am-8:00 pm; Sa 9:00 am-5:00 pm; Su 9:00 am-5:00 pm
Quest Diagnostics-Lincoln	1001 S 27th St	Ste 111	Lincoln	NE	68510	402-427-9729	402-444-6451	Y	N	N	Y	Y		Drug Screen: M-F 8:00 am-8:00 pm; Sa 9:00 am-5:00 pm; Su 9:00 am-5:00 pm
Lab Corp	630 W. Colver Blvd	Ste 203	Lincoln	NE	68505	402-484-8600	402-484-8208	Y	U	N	Y	Y		Drug Screen: M-F 8:00 am-11:30 am & 12:00 pm-4:30 pm
Alpha Workforce Health	105 N. 37th Street		Nebraska	NE	68101	402-378-2930	402-378-4101	N	Y	Y	Y	N		Drug Screen: M-F 8:00 am-5:00 pm closed 12:00-1:00 lunch
QUEST Diagnostics Omaha (Closed for Assessment)	3125 S. 10th St	Ste 101	Omaha	NE	68106	402-393-3441	402-393-2111	Y	Y	Y	Y	Y		Drug Screen: M-F 8:00 am-5:00 pm
Quest Diagnostics-Omaha	10020 Methodist St	Ste 102	Omaha	NE	68114	402-399-8365	402-399-8930	Y	N	N	Y	Y		Drug Screen: M-F 8:30 am-11:15 am & 12:00 pm-6:00 pm
Drug Test Services	5416 S. 99th Street		Omaha	NE	68117	402-813-5720	402-339-2205	U	Y	Y	N	N		Drug Screen: M-F 9:00 am-4:30 pm
Lyons Care Of Papillion	8419 S. 74th Pl	Suite 101	Papillion	NE	68046	402-991-9060	402-991-9012	N	N	N	Y	N		Drug Screen: Sa Su 5:00 am-1:00 pm
Any Lab First Home	5392 S 77th St		Rahmon	NE	68117	402-315-1800	402-315-1601	N	Y	N	N	N		Drug Screen: M-Th 8:00 am-6:00 pm; F 8:00 am-5:00 pm
Urgent Care of York	109 N. Lincoln Ave		York	NE	68467	402-743-8479	402-743-2512	N	N	N	N	N		Drug Screen: M-F 8:00 am-8:00 pm; Sa 9:00 am-5:00 pm; Su 1:00 pm-6:00 pm

Out of Network Nebraska Facilities													
Name	Address 1	Address 2	City	State	ZIP Code	Phone Number	Fax Number	Observed Collection	Breath Alcohol Collection	Electronic CCF	Regulated Electronic CCF	Appointment Scheduling	Hours of Operation
Boone County Medical Clinic	1019 S. 8th Street		Albion	NE	68620	402-395-5013	402-395-2180	Y	N	N	N	N	M-F 8:00-4:30
Box Butte General Hospital	2101 Box Butte Ave		Allamore	NE	69301	308-762-6660	308-762-1923	U	Y	N	N	N	M-F 8:00-4:00
Auburn Family Health Center	2115 14th Street	Suite 100	Auburn	NE	68305	402-274-4993	402-274-4905	Y	N	N	N	Y	M-F 8:00-5:00
Memorial Community Health	609 G. Street		Aurora	NE	68218	402-694-3191	402-694-2146	Y	N	N	N	Y	M-F 8:00-5:00
Husker Health	2320 N. 6th Street		Beatrice	NE	68310	402-278-9292	402-278-9191	Y	Y	N	N	Y	M-F 8:15-12:00 & 1:00-4:00
Dundy County Hospital-Lab	1313 N. Cheyenne St		Benkelman	NE	69021	308-423-2204	308-423-2208	Appointment	N	N	N	Y	M-F 7:00-5:00
Memorial Community Hospital	810 N. 23rd Street		Blair	NE	68008	402-426-1142	402-426-1195	N	Y	N	N	Y	M-F 8:00-4:00
Morrill County Community Hospital	1313 S. Strat		Bridgeport	NE	69936	308-262-1616	308-262-1210	U	Y	Y	N	Y	M-F 8:00-5:00
Melham Medical Center (woor stove supplies)	145 Memorial Dr		Broken Bow	NE	68822	308-872-4133	402-872-4135	U	Y	Y	N	Y	M-F 8:00-4:00
NioTest LLC	MOBILE ONLY		Casper	WY		307-216-0490		Y	Y	N	N	Y	MUST CALL
Chadron Community Hospital	825 Centennial Dr		Chadron	NE	69337	308-432-0273	308-432-0447	Y	Y	N	N	Y	M-F 9:00 10:00 & 1:30-2:30
Occupational Health	3005 19th Street	Suite 300	Columbus	NE	68601	402-562-4480	402-562-3267	Y	Y	N	N	Y	M-F 8:00-5:00
Avera Medical Group- Creighton	1503 Main Street		Creighton	NE	68729	402-358-5700	402-358-5797	N	N	N	N	Y	M-F 8:00-4:00
Butler County Clinic	336 S. 9th Street		David City	NE	68632	402-367-3193	42-367-3261	U	N	N	N	Y	M-F 8:00-5:00
Franklin Memorial Hospital	1406 Q. Street		Franklin	NE	68839	308-425-6221	308-425-3657	Y	N	N	N	Y	M-F 7:00-5:00
MedExpress Urgent Care	1240 E. 23rd Street		Fremont	NE	68025	402-721-8668	402-721-0794	U	Y	N	N	Y	M-F 8:00-6:00
Fremont Health	450 E. 13rd St		Fremont	NE	68025	402-727-3841	402-941-7365	Y	Y	N	N	Y	M-F 7:00-3:30
Midlands Testing Services	MOBILE ONLY		Fremont	NE	68025	402-983-9590		U	Y	N	N	Y	MUST CALL
Prairie Fields Family Medicine	350 W. 23rd Street	Suite A	Fremont	NE	68025	402-721-7077	402-753-6056	U	Y	N	N	Y	MUST CALL
Filmore County Hospital	1900 F. Street		Geneva	NE	68661	402-759-4568	402-759-4482	Y	Y	N	N	Y	M-F 8:00-5:00
CHI-Health St. Francis	2620 W. Fairley Ave		Grand Island	NE	68803	308-398-5634	308-398-5383	U	Y	N	N	Y	24/7
Physician Urgent Care	415 N. Diers Ave		Grand Island	NE	68803	308-389-3778	308-382-1149	U	Y	N	N	Y	MUST CALL
Twin Rivers Urgent Care-Grand Island	720 N Wabob Rd		Grand Island	NE	68803	308-384-2900	308-384-2545	Y	Y	N	N	Y	M-F 8:00-8:00 SAT 9:00-6:00 SUN 12:00-5:00
Midlands Testing Services	MOBILE ONLY		Grand Island	NE	68803	402-983-9590		U	Y	N	N	Y	MUST CALL
Perkins County Health Services	900 Lincoln Ave		Grant	NE	69140	308-352-7206	308-352-7298	U	Y	N	N	Y	MUST CALL
Gordon Memorial Hospital	1309 E. 8th Street		Gordon	NE	69345	308-292-6187	308-282-4188	U	N	N	N	Y	M-F 7:00-4:00 pm
Avera Medical Group-Harington	405 W. Darlene		Harington	NE	68739	402-254-9935	402-254-2393	U	Y	N	N	Y	M-F 8:00-12:00 & 1:30-3:00
Mary Lanning Healthcare	715 N. St Joseph		Harling	NE	68901	402-461-5182	402-463-1493	Y	Y	N	N	Y	M-F 7:00-5:30 SAT 8:00-12:00
Murray Natural Health	1994 W. 2nd		Harling	NE	68901	402-463-4257	402-463-4259	Y	Y	N	N	Y	M-F 8:00-11:30 & 1:30-5:30
Twin Rivers Urgent Care-Hastings	3103 Osborne Dr W	Suite 101	Hastings	NE	68901	402-824-1005	402-303-1027	Y	Y	N	N	Y	M-F 8:00-8:00 SAT 9:00-6:00 SUN 12:00-5:00
THAYER COUNTY HEALTH SERVICES	110 PARK AVE		HEBARD	NE	68370	402-768-6041	402-768-4672	U	N	N	N	Y	M-F 8:00-5:00
Phelps Medical Group	1315 Tinnals St		Heldrege	NE	68848	308-995-6111	308-995-9668	U	Y	N	N	Y	M-F 8:00-5:00
Family Medical Specialties	516 W. 14th Ave	Suite 100	Heldrege	NE	68849	308-995-3250	308-995-5306	Y	N	N	N	Y	M-F 8:10-30 & 1:30-3:00
Melissa Memorial Hospital	1003 E. Johnson Street		Helmville	CO	80734	970-854-2241	970-854-3834	U	N	N	N	Y	M-F 8:00-4:00 appointments required
Chase Community Hospital	600 W. 12th Street		Imperial	NE	69033	308-883-7241	308-882-7281	U	N	N	N	Y	M-F 7:00-5:30 & SAT 7:00-12:00
Seedspock County Health	800 Cedar St		Julesburg	CO	80737	970-474-3323	970-474-3454	U	Y	N	N	Y	M-F 8:00-4:00
CHI-Health Good Samaritan (Can only do NPO-DOT)	121 E. 10th St		Kearney	NE	68842	402-422-7915	402-422-3608	Y	N	N	N	Y	M-F 7:00-4:00
Kearney Clinic	211 W. 23rd Street		Kearney	NE	68845	308-865-2141	866-880-8201	U	N	N	N	Y	M-F 8:30-11:30 & 1:30-4:00
WPCI-Kearney	2504 E. Highway 30		Kearney	NE	68847	308-237-1248	308-237-4142	U	Y	N	N	Y	M-F 8:30-7 Saturday 8-12 Sunday 1-4
KIMBALL HEALTH SERVICES	505 S Burg St		Kimball	NE	69145	308-235-1959	308-235-1969	Y	Y	N	N	Y	MUST CALL
WyMed Lab	204 McCallum S	Suite 105	Laramie	WY	82070	307-731-5111	307-745-5732	U	Y	N	N	Y	M-F 7:30-5:00
Lexington Regional Health Center	1201 N. Erie Street		Lexington	NE	68850	308-324-8592	308-324-8313	U	Y	N	N	Y	M-F 8:00-5:00
Company Care	5000 N. 26th Street	Suite 200	Lincoln	NE	68521	402-475-6656	402-741-8419	Y	Y	N	N	Y	M-F 7:00-4:00
Heartland Toxicology	4110 G Street		Lincoln	NE	68510	402-890-6610	402-899-8786	Y	Y	N	N	Y	24/7
Nebraska Occupational Health (No longer in business)	4451 N. 26th Street	Suite 1000	Lincoln	NE	68521	402-476-2609	402-476-2604	U	Y	N	N	Y	M-F 7:00-6:00
Midlands Testing Services	MOBILE ONLY		Lincoln	NE	68503	402-983-9590		U	Y	N	N	Y	MUST CALL
Midlands Testing Services	MOBILE ONLY		Lincoln	NE	68504	402-983-9590		U	Y	N	N	Y	MUST CALL
DIVERSIFIED DRUG TEST	MOBILE ONLY		Lincoln	NE	68516	(402)484-7281	(402)484-0124	Y	Y	N	N	Y	MUST CALL
NioTest LLC	MOBILE ONLY		Lusk	WY		307-340-1646		U	Y	N	N	Y	MUST CALL
Midlands Testing Services	MOBILE ONLY		Lusk	WY	82225	402-983-9590		U	Y	N	N	Y	MUST CALL
Midlands Toxicology	319 Norris Ave	Suite A	McCook	NE	69001	308-345-3303	308-345-3363	Y	Y	N	N	Y	M-F 9:00-4:00
Quality Urgent Care	3 Bison Holiday Dr		McCook	NE	69001	308-345-7036	308-345-7039	Y	Y	N	N	Y	M-F 9:00 7:00 SAT 8:00-4:00 SUN 1:00-3:00
Randall's Family Medicine (NO LINGER DOT CERT)	757 W. 4th Street		McCook	NE	69001	308-345-7036	308-345-7039	Y	N	N	N	Y	M-F 7:00-4:00 SAT 7:00-10:00
AMM Health Practice	109 W. 11th St		Neilgh	NE	68756	402-887-5440	402-887-4564	U	N	N	N	Y	M-F 9:00-12:00 & 1:30-4:30
North Platte (No longer doing collections)	601 W. 29th Street		North Platte	NE	69201	402-344-9034	402-444-4050	U	Y	N	N	Y	M-F 8:00-5:00
Faith Regional Health Services	2700 W Norfolk Ave		North Platte	NE	69201	402-371-4880		U	Y	N	N	Y	M-F 8:00-5:00
Alpha Wellness Health	305 N. 37th Street		North Platte	NE	69201	402-370-3920	402-370-4101	Y	Y	N	N	Y	M-F 8:00-5:00
Reliance/Synthesis PC (No longer doing collections 2-28-2020)	500 W. Locust	Suite 200	North Platte	NE	69101	308-534-5244	308-534-5218	Y	Y	N	N	Y	M-F 9:00-2:00 & 8:00-11:30
Twin Rivers Urgent Care-North Platte	270 W. Leeta St		North Platte	NE	69101	308-534-7900	308-534-2903	Y	Y	N	N	Y	M-F 8:00-8:00 SAT 9:00-6:00 SUN 12:00-5:00
Midlands Testing Services	611 W. Francis St		North Platte	NE	69101	308-534-2532	308-534-5815	U	Y	N	N	Y	MUST CALL
Family Medical Center	221 E. 10th		Ogallala	NE	69153	308-284-8421	308-284-2821	U	Y	N	N	Y	M-F 8:00-4:30
Ogallala Community Hospital	2601 N. Spruce St		Ogallala	NE	69153	308-284-7285	308-284-7287	U	Y	N	N	Y	T-TH 9:00-2:30
Comp Choice	8630 F Street		Omaha	NE	68127	402-894-5600	402-899-5605	Y	Y	N	N	Y	M-F 8:00-5:00
Integrated Rehab	4832 S. 24th Street		Omaha	NE	68107	402-502-1819	402-315-9994	Y	Y	N	N	Y	M-F 8:30-4:00
Midlands Testing Services	MOBILE ONLY		Omaha	NE	68114	402-983-9590		U	Y	N	N	Y	MUST CALL
Medical Enterprise Inc.	10404 Exer. Ct		Omaha	NE	68114	402-393-8826	402-393-8946	Y	Y	N	N	Y	M-F 8:00-5:00
Avera St. Anthony's Lab	300 N. 2nd Street		O'Neil	NE	68783	402-336-5109	402-336-5159	Y	N	N	N	Y	M-F 7:00-5:00
Valley County Health System	2707 I Street		Ord	NE	68862	308-728-4318	308-728-3412	U	Y	N	N	Y	M-F 8:00-4:00
Regional West Garden County Hospital	1100 W. 2nd		Oshkosh	NE	69194	308-772-3283	308-772-3071	U	Y	N	N	Y	M-F 8:00-4:00
Midlands Testing Services	MOBILE ONLY		Pickrell	NE	68422	402-983-9590		U	Y	N	N	Y	MUST CALL
CHI-Health Plainview	704 N. 3rd St		Plainview	NE	68769	402-582-4245	402-582-4298	N	N	N	N	Y	M-F 7:00-5:00
Webster County Hospital	621 W Franklin St		Red Cloud	NE	68970	402-746-5602	402-746-5649	U	Y	N	N	Y	M-F 9:00-2:00
Sabetha Community Hospital	323 N. Maple St		Sabetha	KS	66534	785-284-1530	785-284-3673	Y	Y	N	N	Y	M-F 8:00-4:00
Quick Care Medical Services	3210 Ave	Suite B	Scottsbluff	NE	39361	308-630-0800	308-630-0842	Y	Y	N	N	Y	M-F 7:00-7:00 SAT 7:00-4:00
WPCI-Scottsbluff	1124 Broadway	Suite A	Scottsbluff	NE	69361	308-632-7411	308-632-6727	U	Y	N	N	Y	M-Th 8-5 Friday 8-4
Seward Family Medical Center	250 N. Columbia		Seward	NE	68434	402-646-4606	402-646-4665	Y	Y	N	N	Y	M-F 10:00-2:00
Twin Rivers Urgent Care-Seward	510 Bradford St		Seward	NE	68434	531-727-2893	531-727-2896	Y	Y	N	N	Y	M-F 8:00-8:00 SAT 9:00-6:00 SUN 12:00-5:00
Sidney Regional Medical Center	1000 Pate Creek Crossing		Sidney	NE	69162	308-254-5825	308-254-6904	U	Y	N	N	Y	M-F 8:00-4:00
Unity Point-Sunnybrook	5885 Sunnybrook Dr		Sioux City	IA	51106	712-266-2767	712-224-4303	Y	N	N	N	Y	M-F 8:00-4:00
Unity Point Clinic-Riverside	4730 War Eagle Dr		Sioux City	IA	51109	877-417-4290	712-224-4303	Y	Y	N	N	Y	M-F 8:00-4:00
Bredona Hospital	320 E. 10th Street		Superior	NE	68978	402-879-8281	402-879-4867	Y	Y	N	N	Y	M-F 9:00-2:00
First Health Center	133 N. Maple St		Sutherland	NE	69165	308-386-4799	308-386-4243	U	N	N	N	Y	M-W TH

Out of Network Nebraska Facilities

Name	Address 1	Address 2	City	State	ZIP Code	Phone Number	Fax Number	Observed Collection	Breath Alcohol Collection	Electronic CCF	Regulated Electronic CCF	Appointment Scheduling	Hours of Operation
Faith Regional/Wayne Family Medicine	615 E. 14th Street		Wayne	NE	68787	402-375-2500	402-375-2710	Y	Y	N	N	Y	M-F 8:00-4:30
Saint Francis Memorial	430 N Monitor		West Point	NE	68788	402-372-4055	402-372-6773	Y	Y	N	N	Y	M-F 7:30-3:30
Larry's Mobile Collection	MOBILE ONLY		Wood River	NE	68883	308-390-2852	308-485-4193	Y	Y	N	N	Y	NUST CALL
Yankton Medical Group	1104 W. 8th Street		Yankton	SD	57078	605-665-7841	605-665-6992	Y	Y	Y	N	N	M-F 8:00-5:00 SAT 8:30-11:00
York General Hospital	2222 N. Lincoln Ave		York	NE	68447	402-362-0439	402-362-0468	Y	Y	N	N	Y	M-F 8:00-4:00
York Medical Group	2514 N. Lincoln Ave	Suite A	York	NE	68447	402-362-2242	402-362-2944	Y	N	N	N	Y	M-F 10:00-11:30 & 2:00-4:00



Minnesota Department of Administration
Office of State Procurement
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN
55155 Phone: 651.201.2420

Premier Biotech, Inc.

MMS2000331

Prepared on June 5, 2020

Program Manager: Emilio Graulau

PREFIX A
DEFINITIONS & ACRONYMS

Are attached and incorporated into the Agreement

Definitions

1. **Administrative Fee:** Means three percent (3%) of Contract Pricing for a Contracted Item
2. **Agreement, Contract, or Vendor Contract:** Means the resulting agreement that is reached between MMCAP and the Vendor.
3. **Authorized Representative:**
 - A. **MMCAP Infuse:** 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, Emilio Graulau or their successor or designee, and has the responsibility to monitor the Vendor's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MMCAP's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - B. **Vendor:** Todd Bailey, at the following: 723 Kasota Ave SE, Minneapolis, MN 55414 or their successor or designee. If the Vendor's Authorized Representative changes at any time during this Agreement, the Vendor must immediately notify MMCAP.
4. **Contract Pricing:** Means the price that the Vendor has agreed to provide the Contracted Items to MMCAP and its Membership as set forth on **Attachment A** and any subsequent amendment to this Agreement.
5. **Contracted Items:**
 - A. **Product(s):** Means to all products offered by the Vendor in **Attachment A: Contract Pricing** and incorporated into this Agreement.
 - B. **Services:** Means any offering provided by the Vendor, related to the testing processes covered in this Agreement.
6. **Days:** Unless otherwise specified in this Agreement, all references to days will be calendar days.
7. **Donor:** A person who provides bodily samples, in order to be tested for drugs and/or alcohol.
8. **Government Unit:** Any entity as defined by Minnesota Statute 471.59, except for agencies of the United States (federal).
9. **Facility:** Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this Agreement.
10. **Member:** Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
11. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Facilities, and other Government Units.
12. **Product(s):** Means to all products offered by the Vendor in **Attachment A: Contract Pricing** and incorporated into this Agreement.
13. **Services:** Means any offering provided by the Vendor, related to the testing processes covered in this Agreement.

Acronyms

1. "ASD" refers to Alcohol Screening Device.
2. "BAT" refers to trained Breath Alcohol Technicians.
3. "CCF" refers to Chain of Custody Form.
4. "C/TPA" refers to a Consortia/Third Party Administrator.
5. "DER" refers to Designated Employer Representative.
6. "DOT" refers to the United States Department of Transportation.
7. "EAP" refers to Employee Assistance Program.
8. "EBT" refers to an Evidential Breath Testing device.
9. "eCCF" refers to electronic Chain of Custody Form.
10. "FAA" refers to the Federal Aviation Administration.
11. "FMCSA" refers to the Federal Motor Carrier Safety Administration.
12. "FRA" refers to the Federal Railroad Administration.
13. "FTA" refers to the Federal Transit Administration.
14. "GPO" refers to Group Purchasing Organization.
15. "MRO" refers to Medical Review Officer.
16. "NHTSA" refers to the National Highway Traffic Safety Administration.
17. "ODAPC" refers to the Office of Drug and Alcohol Policy and Compliance.
18. "OTETA" refers to the Omnibus Transportation Employee Testing Act of 1991.
19. "PHMSA" refers to the Pipeline & Hazardous Materials Administration.
20. "SAMHSA" refers to the Substance Abuse and Mental Health Services Administration.
21. "SAP" refers to Substance Abuse Professional.
22. "STT" refers to a Screening Test Technician.
23. "USCG" refers to the United States Coast Guard.

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PREFIX B
SCOPE OF WORK FOR SERVICES
Are attached and incorporated to this Agreement

1. Testing Types

- A. Vendor must follow testing procedures and requirements as set forth by the DOT and Members.
- B. Vendor is required to provide the following under this Agreement.
 - i. Pre-employment/Pre-placement testing
 - ii. Random Testing
 - a. Random test selection must be conducted in accordance with DOT regulations as specified by each DOT Mode, and/or in accordance with Member agencies' requirements nationwide (for the State of Minnesota DOT, no less than fifty percent (50%) of the driver pool for each participating employer will be selected for drug testing, and no less than ten percent (10%) of the same pool will be selected for alcohol testing). Responder shall use a scientifically valid method of determining the randomly selected employees, so that each employee has an equal chance of being selected for each testing period. Additional specifics on random testing may be required by Members, and Vendor shall comply with them.
 - b. Random selection lists shall be generated in a timely fashion, to allow the Member agency the ability to comply with Member's specific DOT agency regulations, and at the appropriate rate, to ensure that minimum annual random testing percentages are met.
 - c. The C/TPA shall ensure that user agencies are provided the option to have results reported to the user agency's DER in all the following ways:
 - 1. Via a secure, password protected website;
 - 2. via a secure and confidential electronic mail system;
 - 3. via a secure and confidential fax machine.
 - iii. Post-accident Testing
 - iv. Reasonable Suspicion Testing
 - v. Return-to-duty Testing
 - vi. Follow-up Testing
- C. Testing may occur at a Member authorized site, or at an authorized site away from the work location.
 - i. Vendor must meet the methodology as established by the DOT, and the Codes of Federal Regulation (CFRs) of all its agencies (FAA 14 CFR Part 120; FMCSA 49 CFR Part 382; FRA 49 CFR Part 219; FTA 49 CFR Part 655; PHMSA 49 CFR Part 199; USCG 46 CFR Part 4 and 46 CFR Part 16, which is now under the Department of Homeland Security).

Members may establish a work order process, in order to request Contracted Items. Contracted Items requested for through the work order process, are subject to all of the provisions of this master Agreement.

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2. Requirements for Drugs Testing

DOT drugs testing cutoffs as established by ODAPC. These may change, as prescribed by the DOT, and be amended into the Agreement. Vendor is responsible to conduct testing, according to the latest cutoffs, as set forth by the DOT *Part 40*.

DOT Rule 49 CFR Part 40 Section 40.87 (Subpart F §40.87) Drug Testing Laboratories Cutoffs				
Matrice	Initial Test Analyte	Confirmatory Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Cutoff Concentration
Urine	Amphetamines	Amphetamine	500 ng/ml	250 ng/ml
		Methamphetamine	500 ng/ml	250 ng/ml
		Methylenedioxyamphetamine (MDMA)	500 ng/ml	250 ng/ml
		Methyldioxyamphetamine (MDA)	500 ng/ml	250 ng/ml
		Methylenedioxyethylamphetamine (MDEA)	500 ng/ml	250 ng/ml
	Cocaine Metabolite	Benzoylcegonine	150 ng/ml	100 ng/ml
Marijuana Metabolites (THCA)	THCA	50 ng/ml	15 ng/ml	
Opioids		Codeine	2000 ng/ml	2000 ng/ml
		Morphine	2000 ng/ml	2000 ng/ml
		Hydrocone	300 ng/ml	100 ng/ml
		Hydromorphone	300 ng/ml	100 ng/ml
		Oxycodone	100 ng/ml	100 ng/ml
		Oxymorphone	100 ng/ml	100 ng/ml
		6-Acetylmorphine	10 ng/ml	10 ng/ml
Phencyclidine	Phencyclidine	25 ng/ml	25 ng/ml	

- A. Vendor must conduct drug testing, following the methodology listed below:
- i. Vendor will take security measures to prevent unauthorized access that could compromise the integrity of the collection process or the specimen.
 - ii. Chain of custody procedures will be followed by authorized Test collection site personnel.
 - iii. No unauthorized personnel will be permitted in any part of the designated collection site where urine specimens are collected or stored.
 - iv. The procedures for collection of a specimen shall allow individual privacy, unless there is reason to believe that an individual may alter or substitute the specimen provided.
 - v. Precautions will be taken to ensure that a urine specimen is not adulterated or diluted during the collection procedure, and that information on the urine bottle and on the urine custody and control form can identify the individual from whom the specimen was collected.
 - vi. Collection control will be maintained by collection site personnel, to the maximum extent possible, keeping the individual's specimen bottle in sight throughout the collection process.
 - vii. Transportation of the sample to the laboratory shall follow chain of custody procedures.
 - viii. Failure to cooperate in the collection procedures by the employee shall be noted on the drug testing custody and control form by the collection site personnel.
 - ix. A Split Sample is required at the time of collection. A single void of 45ml is used. 30ml is used for the primary bottle and 15ml is poured into the secondary bottle. Both specimens are stored at the laboratory. The donor has 72 hours, after notification by the MRO, to request the split sample tested. The testing will be done at a second laboratory. Action taken by the MRO, the employer, the Vendor, and other required actions for the first confirmed positive, cannot be stayed or postponed pending the second result.

An employee who is unable to provide the required minimum amount of specimen will be required to consume up to 40 ounces of liquids during a three-hour period. If after three hours the employee is still

unable to provide the required specimen, the testing effort will cease, and the employee will be referred to a licensed physician to determine if a medical basis exists for the failure to supply the required minimum sample. If there is no medical basis, the failure to supply an adequate amount of urine shall be determined as a refusal to test on behalf of the employee.

An employee who has a test reported by the MRO as a negative dilute, will be directed to take another test immediately.

3. Requirements for Alcohol Testing

DOT alcohol testing cutoffs as established by ODAPC. These may change, as prescribed by the DOT, and be amended into the Agreement.

DOT Part 40 Alcohol Testing Cutoffs		
Matric	Test	Cutoff
Breath	Alcohol	.02% BAC or greater; violation of policy at .04% BAC or greater

- A. Vendor must conduct alcohol testing, following the indications below
 - i. Alcohol testing must be conducted by technicians who are trained BATs or STTs, through the use of a saliva device, and a non-evidential breath test device/ASD or EBT, with devices that are listed on the NHTSA Conforming Products Lists (CPL), that meet the requirements for confirmation testing, and ASDs, as listed by the DOT, as approved to conduct testing in bodily fluids.
 - ii. A breath alcohol testing form must be used in the testing process.
 - iii. A screening test must be conducted and, if a positive result (a level of 0.02% or greater, as established by ODAPC), a confirmation test must be conducted not less than fifteen (15) minutes after, nor more than thirty (30) minutes after the screening test.

An employee who is unable to supply an adequate amount of breath shall be sent, as soon as practical, to a licensed physician of the employer's choice. The physician shall decide (with written documentation) as to whether there was a medical condition that could have caused the failure to provide an adequate amount of breath. If the physician determines there was a medical condition, the employee's failure to supply an adequate amount of breath shall not be considered a refusal to test. If the physician is unable to make the determination that medical reason exists, the failure to supply an adequate amount of breath shall be deemed a refusal to test by the employee.

4. Additional Vendor Requirements

In addition to the requirements within this Scope of Work, Vendor is required to meet the following:

- A. Develop and maintain a system, including structure and process, for drug and alcohol testing in all categories required by OTETA.
- B. Obtain required information and complete tasks required, to comply with OTETA, except for those specifically associated with the SAP, as described by OTETA.
- C. Work with the DER at each Member agency, to implement Member's drugs and alcohol testing program.
- D. Provide test results to agency's DER.
- E. Conduct and process post-accident tests within the time limitations set forth in the applicable regulation;
- F. Provide, in conformance with OTETA requirements, the services of an MRO, who must be a licensed physician, and certified by one of the following:
 - i. The American Association of Medical Review Officers;
 - ii. the American Society of Addiction Medicine;
 - iii. the American College of Occupational and Environmental Medicine; or
 - iv. the Medical Review Officer Certification Council.
- G. Provide documented chain of custody process with applicable forms (CCFs and eCCFs).
- H. Appear when requested by Members, at administrative hearings, for the purpose of providing testimony, including employees and subcontractors of Vendor;

- I. Invoice Members and their identified MMCAP participating facilities bill-to addresses, for Services rendered on behalf of that agency.
- J. Submit reports during business reviews, providing details on process and results for each category of testing, as required by law. The documents must comply with OTETA requirements.
- K. Provide training when requested by an agency, on any proposed PC-based application to be used for the collection, storage, and security of records. All records will become the property of the State of Minnesota and/or Members, upon the execution of the Agreement.
- L. Provide secured electronic notification of tests results, or any other media, as required by Members, to each agency's DER identified by Members;
- M. Upon request, consult with DER regarding the federal regulations, trends and changes in drug and alcohol testing;
- N. Upon request, provide assistance to DER with training required under federal regulations;
- O. Upon request, provide Reasonable Suspicion training;
- P. Perform all the Services identified in *Schedule A: Pricing*, of this Agreement

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PREFIX C**Vendor's Statement of Capability of Services**

Premier Biotech has a network of over 10,000 collection sites that we partner with to facilitate drug/alcohol testing services for our clients. Approximately 5000 of those network sites provide electronic chain of custody and occupational screening services beyond drug/alcohol screening.

The Preferred Provider Network (PPN) collection facilities are full service and provide both DOT and Non-DOT collections for both urine specimens and breath alcohol testing. The Patient Service Center (PSC) collection facilities provide both DOT and Non-DOT urine specimen collections. To ensure compliance and the forensic defensibility of test results, all collection sites in our network must submit certification documents and a service agreement for our review. Once a collection site has been reviewed and approved, it is added to our network based on price, services offered, qualifications, certifications, ability to meet our clients' needs, professional associations, reputation, and client feedback.

Laboratory based toxicology testing is subcontracted through SAMHSA certified laboratories, which provide the necessary collection supplies (including chain of custody forms, collection cups, temperature strips, biohazard specimen shipping bags, and vials), conduct split specimen testing, and confirmatory gas chromatography/mass spectrometry confirmation testing in accordance with the DHHS and DOT requirements.

Comprehensive random testing program administration services are available, including generation of mathematically random selections, flexible random selection methods, creation of audit trails, and monitoring of all random selection activity.

PRE-EMPLOYMENT TESTING

Pre-employment drug testing is the most common type of urine drug screening conducted to help agencies make informed hiring decisions. Pre-employment urine testing is mandated among federally regulated employers who employ individuals in safety-sensitive positions. Urine testing is the only method approved for federally mandated, safety-sensitive drug testing. Urine drug testing is cost-effective and able to screen for a vast array of illicit and prescription drugs.

We have a turnkey solution for full program administration of drug free workplace programs. The program includes a full program review including policy review and development, testing methodology, panel review and a network of over 10,000 collection sites to facilitate drug/alcohol testing services for our clients. Testing results are reviewed by Certified Medical Review Officers and reporting is handled securely through our web-based technology platform.

Premier Biotech has a vast clinic network of trained collectors to ensure that donor urine samples are collected in accordance with federal regulations specified in 49 CFR Part 40. All personnel performing collection services, for any collection, must be appropriately trained, certified, and meet all criteria set forth in the Regulations. Premier Biotech shall provide documentation verifying the qualifications of collection personnel to the agency upon the agency's request.

We will provide custody and control forms and all necessary supplies that meet the requirements outlined in 49 CFR Part 40. Appropriate chain of custody forms will be utilized for the purpose of maintaining control and accountability from initial collection to final disposition of all specimens. Donor identification will be documented on the chain of custody forms per the federal regulations.

Testing is conducted in SAMHSA certified laboratories on high volume automated analyzers specifically dedicated to the detection of drugs. In addition, the labs run a series of specimen validity tests to ensure that the specimen in question is consistent with normal human urine and that no attempt has been made to adulterate the specimen.

The Medical Review Officer(s) must meet all qualifications set forth in the Regulations. The MRO(s) are independent of the laboratories to ensure that there is no conflict of interest. The MRO(s) receive and review all test results from the laboratories for positive results showing any drug, positive results with a safety concern, positive/false positive determination, and utilize medical information provided by the employee or applicant in issuing a final determination on the status of substance use.

POST-ACCIDENT TESTING

By regulation, a Post- accident test for drug must be completed as soon as practicable following an occurrence and for breath alcohol within 2 hours of the accident.

We recognize the need for quick response and has a response time for onsite of 1 hour using a toll-free number. In addition, we also ensure a facility is within 30 miles for supervisors to take employees to for testing. Electronic scheduling eliminates time in locating paperwork and immediate receipt of required Chain of Custody and Breathe Alcohol Testing paperwork. In the event an employee is taken to a hospital for care and cannot submit to a screen immediately or within the required testing window, Premier Biotech will assist the employer in steps of documenting- or having the local facility of care completing the test.

Caller will need to provide:

- Company name and account number
- Caller name and call back telephone number
- Reason for call (post-accident situation, reasonable suspicion, etc.)
- Address where incident occurred
- Number of individuals that will need to be tested
- Individual donor information (first name, last name, donor ID, etc.)
- Location details where testing is to be performed
- Services to be performed (drug screen, alcohol screen, DOT or Non-DOT)
- Availability of appropriate collection supplies
- Additional contact names and phone numbers
- DER contact information in the event of a positive result

The team will provide the caller with an estimated time of arrival. If the testing services are negative, the team will contact the client DER to advise completion of services. If the result is positive, the client DER will be contacted to report the result and completion of services.

RANDOM TESTING

Upon receipt of the random selection list from an agency, we will send email notifications to the designated employer representatives (DERs) of the randomly selected employees that their random list is now available in the scheduling system to view and print. The agency DER will then be able to securely access the site and view only the employees that report to them or through the employee's hierarchy. The agency DER will be able to print a list of randomly selected employees and the test type – drug, alcohol or both. The agency DER will then be able to schedule the appropriate test through the scheduling system.

When the random test is completed, the system will provide the completion status – "completed" identifier - but not the test results, allowing the program management to check the status of its randomly selected and tested employees. Once the random test is considered "complete", the agency DER will not be able to schedule another test for the employee for this selection period. The system will allow the agency DER to update the unavailability of an employee to be tested (i.e., military leave, leave of absence, workers comp, etc.). The system will check the employee database to ensure that the employee is unavailable for testing. The system will not allow employees on temporary return to work (RTW) status to be randomly tested. If an employee is terminated or moves out of a "covered" position, the system will update the random list so that the individual is no longer included on the random list, and therefore will not be able to be scheduled for a drug or alcohol test.

To ensure that all employees randomly selected are tested, we implement a reminder system. Fifteen (15) business days prior to end of the selection period, emails will be sent to managers who have outstanding random testing. Ten (10) business days prior to the end of the selection period, emails are sent to the managers and senior managers who have outstanding random testing. Five (5) business days before the end of the selection period, emails will be sent to the managers, senior managers, and managing directors who have outstanding random testing. Process reports of outstanding random testing will be provided to agency DER twenty (20) calendar days after the testing period has ended. The random module is configurable to meet the specific requirements of the contract, compliant with Federal regulations and state laws.

REASONABLE SUSPICION TESTING

Reasonable suspicion testing is performed when supervisors have evidence or reasonable cause, based upon direct observation by a supervisor or another employee, to suspect an employee of drug use. During normal business hours, the network established for pre employment testing can be used to facilitate the testing process.

Premier Biotech and supporting partners offer online DOT Reasonable Suspicion Supervisor Signs and Symptoms for Drug & Alcohol Testing and Designated Employer Representative (DER) training that cover the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and manifestations and behavioral cues that may indicate drug use and abuse through its learning management system (LMS).

RETURN TO DUTY TESTING

After evaluation and completion of counseling/treatment by a Substance Abuse Professional (SAP), a return-to-duty drug tests must be conducted under direct observation for all federally mandated employees. Premier Biotech provides an expanded network of collection sites that employ same sex collectors. In the event that a same sex collector is unavailable, Premier Biotech will provide supervisory personnel with training/education in the standards and protocols to perform an observed collection of urine for drug testing purposes regarding the use, operation of equipment/supplies provided with its product or service.

FOLLOW-UP TESTING

After an employee completed their initial return-to-duty test with a negative result and returns to their position, they are subject to a minimum of six unannounced follow-up tests in the first 12 months after returning to their positions, per the DOT regulations. The employee's Substance Abuse Professional (SAP) typically establishes the number of follow-up drug tests required in addition to other drug tests, like random drug testing. As with the initial return-to-duty test, follow-up drug tests must be conducted under direct observation for all DOT-covered employees.

Premier Biotech provides an expanded network of collection sites that employ same sex collectors. In the event that a same sex collector is unavailable, Premier Biotech will provide supervisory personnel with training/education in the standards and protocols to perform an observed collection of urine for drug testing purposes regarding the use, operation of equipment/supplies provided with its product or service.

AGREEMENT FOR MMCAP CONTRACT NO. MMS

THIS Agreement ("**Agreement**" or "**Contract**") is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**" or "**State**") on behalf of the MMCAP Infuse ("**MMCAP**" or "**MMCAP Infuse**") and Premier Biotech, Inc., a corporation with an address of 723 Kasota Ave. SE, Minneapolis, MN 55414 ("**Vendor**").

Contract Term:

- A. **Effective Date:** August 1, 2020, or the date MMCAP obtains all required signatures as required under Minnesota Statute, whichever is later.
- B. **Expiration Date:** July 31, 2022, or until all obligations have been satisfactorily fulfilled as determined by MMCAP, whichever occurs first.
- C. The Contract Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

AGREEMENT COMPONENTS

The following components are the Agreement and all referenced Prefix, Exhibits, Schedules, and Attachments are attached and incorporated into this Agreement.

- 1. **Prefix A:** Definitions & Acronyms
- 2. **Prefix B:** Scope of Work for Services
- 3. **Prefix C:** Vendor's Statement of Capability for Services
- 4. **Attachment A:** Pricing
- 5. **Attachment B:** Stock Outage and Backorder Policy
- 6. **Attachment C:** Shipping Policy
- 7. **Attachment D:** Vendor's Return Policy
- 8. **Attachment E:** Vendor's Recall Policy
- 9. **Attachment F:** Vendor's Dispute Resolution Policy
- 10. **Attachment G:** Implementation and Transition Plan
- 11. **Attachment H:** Required Reporting
- 12. **Attachment I:** Business Interruption Plan
- 13. **Attachment J:** Minnesota Statutory Language

ARTICLE I**PRICING AND PRODUCTS**

- 1.1 **Fixed Pricing.** Pricing for Contracted Items are listed **Attachment A** and will remain in effect during the initial first year of the term of this Agreement.
 - A. **Price Increases.** Except as provided for in this Agreement, no fee, percentage, or other cost may be added to the products purchased under this Agreement unless the fee, percentage, or cost is defined and approved in writing by MMCAP Infuse. Vendor must wait at least one (1) year from the Effective Date before it can submit a price increase. Price increases will only be accepted during each one-year term of the Agreement unless Vendor provides the following: (i) provides MMCAP at least thirty (30) days' written notice; (ii) a force majeure condition can be established; (iii) and is approved by the MMCAP Infuse, which approval shall not be unreasonably withheld.
- 1.2 **Member Fees.** In the event a Member requires a fee be added to the Agreement price (e.g., member levied procurement fee or system use fee), that fee must be added on top of the Contract Pricing and Vendor may not absorb the fee. Vendor must not pay a member levied fee without first collecting the fee through increased service costs. The fees will be set aside and paid to the Member as detailed in the specific MPA.
- 1.3 **Competitive Pricing.** If MMCAP Infuse is made aware and can establish that during the Contract Term, Vendor is offering better Contract Pricing to another Member purchasing similar quantities of an item that is substantially similar to any Contracted Item, Vendor will work with MMCAP Infuse to amend this Agreement to provide MMCAP Infuse the same Contract Pricing for such Contracted Item under like terms.
- 1.4 **Product Outages.** Vendor Product outages will be considered a failure to perform by the Vendor. In addition to the policy in **Attachment B**, the Vendor agrees to utilize the following process in the event of a backorder situation due to a Vendor-created stock outage. If there are any conflicts between this Paragraph and **Attachment B**, this paragraph supersedes and controls.
 - A. **Immediate Notification:** Vendor's ordering system will provide prompt notice to the MMCAP and its Members of any Products covered by this Agreement that the Vendor has placed on backorder. Vendor's backorder notification will include:

- i. the Products placed on backorder status;
 - ii. the expected timeline of the backorder;
 - iii. the reason for the stock outage was caused; and
 - iv. how the Vendor intends to resolve the backorder situation.
- B. **Direct Shipment:** If there are Products subject to a backorder by MMCAP or a Member can reasonably demonstrate are critical, and the Products are available from the supplier, the Vendor will make commercially reasonable best efforts to have the manufacturer of the Product, ship directly (drop shipped) to the Member via next day delivery. Any Products that are drop shipped to Member from the Vendor's supplier may be charged any additional fees or shipping charges. Upon request, Vendor will provide shipping options and costs to the Member.

ARTICLE II

PAYMENT AND DELIVERY

- 2.1 **Conditions of Payment.** All services provided by the Vendor under this Agreement must be performed pursuant to the terms of this Agreement in all material respects, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor will not receive payment for work if MMCAP or Member can reasonably establish that such work was in violation of this Agreement in any material respect; or (B) performed in violation of federal, state, or local law and Vendor fails to cure such deficiency/violation within thirty (30) days following receipt of written notice from MMCAP or Member.
- 2.2 **Payment Method.** Vendor will accept Electronic Funds Transfer (EFT) as a payment method and Member will initiate this process with its bank.
- 2.3 **Federal Funds.** Payments under this Agreement may be made from federal funds. The Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Vendor's failure to comply with federal requirements.
- 2.4 **Shipment of Products.** In addition to the policy in **Attachment C**, the Vendor agrees to utilize the following process. If there are any conflicts between this Article and **Attachment C**, this Article supersedes and controls. Vendor must distribute and deliver the Products covered under this Contract to the nationwide MMCAP participating facilities, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any MMCAP participating facility without the prior written approval by the Member and MMCAP. Delivery under this Agreement shall be FOB Destination, freight prepaid and allowed to the MMCAP Member, unless otherwise agreed to by Vendor and Member. Vendor will not add any fuel surcharges to the purchase under this Agreement. Notwithstanding the foregoing, emergency orders, rush orders, orders for products not regularly stocked by Vendor's local servicing distribution center, products dropped shipped from Vendor's contracted supplier, and orders not regularly scheduled are subject to an added shipping and handling charge determined by Vendor and disclosed to Member upon request.
 - A. **Delivery Schedule:** Upon request from Member, Vendor will work with Member to establish a routine delivery schedule. Delivery for stock items will occur within three (3) business days, from the date the Product is ordered. It is understood that deliveries to Alaska or Hawaii may take longer. All expedited deliveries will be made next day, or on the next scheduled delivery day (excluding Alaska and Hawaii), unless communicated otherwise.
 - B. **Hazardous Materials (if applicable):** Vendor will only ship hazardous materials as allowed by the appropriate government regulations.
 - C. **Damaged Products:** All damaged Products will be reported to Vendor's customer service department and upon confirmation of such damage by Vendor, applicable credits will be issued within ten (10) business days from date of Vendor's confirmation of such damaged item.
 - D. **Lost Products:** All lost Products will be reported to Vendor's customer service department. Vendor, upon
 - E. confirmation of such lost product by Vendor, will issue credit within ten (10) business days from the date of Vendor's confirmation of such lost Product; alternatively, re-shipment of missing Product will occur immediately after notification.
 - F. **No Minimum Order Requirements:** During the term of this Agreement, there shall be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.
 - G. **Special Conditions for Products:** If applicable to the Products offered under this Agreement, Vendor will maintain appropriate temperatures and environmental conditions in accordance with manufacturer requirements for delivery of the Products to the Members. All refrigerated Products will be shipped in returnable coolers or disposable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used

if they are required by the manufacturer. If Member refuses Products that has been inadequately packaged, the Member will notify Vendor's customer service department to log the complaint. Any costs associated with the return of special Product due to improper packaging or transport, will be at the expense of the Vendor.

- 2.5 **Invoicing.** Vendor will submit an invoice with each order.
- A. **Invoice Fields:** At a minimum, Vendor's invoice will contain the following fields:
- Member name and Vendor-assigned account number for the Member;
 - Invoice line number and Member's purchase order number (Member must provide a purchase order number at the time of order for this to appear on Vendor's invoice);
 - Bill to and ship to address;
 - Invoice date;
 - Vendor's SKU item number, Contracted Item name/description and packaging as associated with NDC number (if applicable to this Agreement);
 - Unit price, quantity ordered, quantity shipped, extension (unit price multiplied by the quantity shipped), and total invoice price; and
 - Applicable omit codes (e.g., manufacturer backorder, manufacturer discontinued, etc.).
- B. **Invoice Rounding:** Vendor agrees to round down if the third digit after the decimal is four (4) or less. Vendor agrees that any rounding will occur at the Member invoice unit price.
- C. **Invoice Disputes:** Member will notify Vendor of any known dispute with an invoice within fifteen (15) calendar days from receipt of the invoice. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the Member appropriately and provide a corrected invoice. Where the above is prohibited by a Member state's applicable law(s), the Vendor shall comply with requirements of that State's law(s) related to disputed invoices. Vendor will make a good faith effort to resolve known disputes related to Agreement pricing within thirty (30) calendar days of notice of the dispute. This clause will in no way be deemed a limitation on the parties, as it relates to the future auditing and/or correction of invoices.
- In the event that applicable state law mandates set-off by a Member, such set-off rights shall be exercised only to the extent expressly set forth in the applicable statute.
- 2.6 **Credits and Rebills.** Vendor will process credits and rebills as notifications are received from a Member. In the case of an invoice dispute, Vendor will promptly issue credits/rebills, after the Dispute Resolution process set forth in this Agreement.
- A. Vendor credits are valid until they are refunded, or the account has used payment.
- B. In the event of a Facility closure, or other extreme event where the Member will not be making another purchase through Vendor, the Member may cash out its credit(s).
- C. If directed by a Member, a credit can be transferred from one account to another account.
- D. The Vendor will take all commercially reasonable steps to ensure that credits that become available close to the end of the Member's fiscal year, are activated for use by the Member no later than five (5) business days before the end of the fiscal year.
- E. Vendor's credit memo will contain, but is not limited to the following information:
- original purchase order and invoice number;
 - itemized listing of the Product(s) affected;
 - any new invoices associated with the credit; and
 - Net credit amount available to the Member.
- 2.7 **Price Audits and Corrections.** In the event of a Product pricing error that is attributable to the Vendor, Vendor agrees to process credit/rebills for the past six (6) calendar months. When a Member or MMCAP discovers an error in pricing, they will promptly notify Vendor.
- 2.8 **Products Returned to the Vendor.** Vendor's return policy is set forth on **Attachment D**. In addition, Vendor will accept returns in accordance with applicable laws, and regulations.
- 2.9 **Product Recalls.** Vendor's Recall Procedures/Policies are set forth in **Attachment E**. If there are any conflicts between this Paragraph and **Attachment E** this Paragraph supersedes and controls. If any Product covered by this Agreement requires modification, is removed, or recalled by the Vendor, then Vendor will promptly notify MMCAP and the affected Members within three (3) business days. Vendor agrees to comply with any process mandated by the FDA, or any other regulatory body if applicable, and will address the recall with each Member. Members will not incur costs for Product returns related to recalls Vendor will issue credit for recalled Product.

ARTICLE III
TERMINATION, CANCELLATION, AND REMEDIES

- 3.1 **Cancellation without cause.** Either MMCAP or the Vendor may cancel this Agreement any time, without cause, upon one-hundred eighty (180) days' written notice to the other. In the event of such a cancellation, the Vendor will be entitled to payment by the Membership, determined on a pro rata basis, for services performed pursuant to the terms of this Agreement.
- 3.2 **Termination for cause.** Either party may terminate this Agreement at any time, for cause, upon no less than sixty (60) days' written notice to the other party. Upon notice of termination, the noticed party shall have thirty (30) days to cure any defects.
- 3.3 **Termination for insufficient funding.** MMCAP may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Vendor. MMCAP is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Vendor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any penalty, costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP receiving that notice.
- 3.4 **Force Majeure.** Parties hereto will not be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, federal, state and/or locally declared health pandemics (if state or locally, it will only pertain to the applicable areas), or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.
- 3.5 **Breach.** In the event of a breach of this Agreement, and subject to any limitations set forth in this Agreement, MMCAP and Members reserve the right to pursue any other remedy available by law. Vendors may be removed from the Vendor's list, suspended, or debarred from receiving a contract following any uncured breach of the terms and conditions of the Agreement.
- 3.6 **Failure to Perform.** Upon failure to perform the following services in the time and manner as set forth herein, the following fees shall be paid by Vendor if it does not rectify the issue within thirty (30) days of receipt of a written notice from MMCAP:
- A. **Member Onboarding:** If Vendor does not provide Contract Pricing to a Member and overcharges Member, upon MMCAP Infuse notifying Vendor a Member is not receiving Contract Pricing in accordance to this Agreement, Vendor will have thirty (30) days to process credits in the amount of the over-payments made by Member.
 - B. **Invoices.** Where Vendor submits subsequent invoices for any fees not related directly to product cost, Vendor shall reference the original invoice number or purchase order number. Vendor shall credit to the Member the amount of twenty-five dollars (\$25.00) for each subsequent invoice for fees not related directly to product cost submitted that fails to meet the above requirement.
 - C. **Application of Fees.** The application of fees herein shall not excuse Vendor's performance obligations as set forth in this Agreement, nor will it waive any rights of MMCAP or Members to seek any and all available legal and equitable remedies. Vendor acknowledges that the fees set forth above are not penalties, but rather seek to make MMCAP and Members whole for any failure of performance by the Vendor, as based upon good faith estimates as agreed to by the parties.
- 3.7 **Dispute Resolution.** Vendor and Members will handle dispute resolution for unresolved issues using the following procedure.
- A. **Notification.** Parties shall promptly notify each other and MMCAP Infuse of any known dispute and work in good faith to resolve such dispute within thirty (30) days. Vendor and Member will use **Attachment F** as guidance, however it is not binding.
 - B. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either the Member or Vendor may escalate to MMCAP Infuse. When escalated to MMCAP Infuse, a teleconference will be scheduled with MMCAP Infuse and the Vendor to review the dispute and develop a proposed resolution and plan of action.

- C. Performance while Dispute is Pending. Notwithstanding the existence of a dispute the Vendor must continue without delay to carry out all of their responsibilities under the Agreement that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Agreement, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP Infuse and/or Members as a result of such failure to proceed shall be borne by the Vendor.
- D. No Waiver. This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

ARTICLE IV MEMBERSHIP

- 4.1 **Membership Listing**. MMCAP Infuse will provide Vendor a complete listing of the Membership, MMCAP reserves the right to add and remove Members during the Contract Term.
 - A. New Members. The Vendor must allow new Members to access to the Agreement. As new Members are added, MMCAP will provide Vendor with monthly e-mail notices announcing a new Membership list has been posted.
- 4.2 **Non-Solicitation**. During the term of this Agreement, Vendor will not solicit any Members or prospective MMCAP Members to enter into or negotiate a separate contract or agreement for the same or substantially equivalent products and services offered in this Agreement without MMCAP's prior written consent. Notwithstanding the foregoing, Vendor is not prohibited from responding to a request for proposals issued by a participating facility that may include some products and services covered by this Agreement.
- 4.3 **Purchase Orders**. As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP. Members may use their own forms for purchase orders. To the extent that the terms of any form conflict with the terms of this Agreement, the terms of this Agreement supersede. Each Member will be responsible for payment for services and provided to that Member by Vendor and MMCAP will not be liable for any unpaid invoice of any Member or Facility. Vendor agrees to invoice the Member for services provided as specified in **Attachment A**.
 - A. A purchase order constitutes a binding contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the Member. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Agreement authorizes the ordering entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the Vendor
- 4.4 **Termination of Individual Purchase Orders**. Members may terminate, immediately or as identified by Member, individual purchase orders, in whole or in part, upon written notice to Vendor upon the occurrence of any of the following events:
 - A. The Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the purchase order;
 - B. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of goods under the purchase order is prohibited or the Member is prohibited from paying for such goods from the planned funding source; or
 - C. Vendor commits any uncured material breach of this Agreement or a purchase order.Upon receipt of written notice of termination, Vendor will stop performance under the purchase order as directed by the MMCAP Member. Termination of a standing purchase order does not extinguish or prejudice the Member's right to enforce such purchase order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance under such purchase order that has not been cured, including any right of the Member to indemnification by Vendor or enforcement of a warranty. If a standing purchase order is terminated, the Member must pay Vendor in accordance with the terms of this Agreement for goods delivered and accepted by the Member.
- 4.5 **Jurisdiction and Venue of Purchase Orders**. Upon completion of the Dispute Resolution process outlined in Article III of this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General's Office, the Member may bring a claim, action, suit, or proceeding against Vendor. The Member's request to MMCAP to bring the claim, action, suit, or proceeding must identify the desired jurisdiction, venue, and governing law. As it applies to purchases made by a Member, nothing in the Agreement will be construed to deprive the Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by the Member's law.
- 4.6 **Verification of Authorized Members**. Upon request of MMCAP, Vendor must verify that it provides services and pricing under this Agreement only to Members.

- 4.7 **Member Eligibility.** Vendor will inform any prospective new MMCAP business account, it must complete forms with MMCAP before it can access the pricing and benefits of this Agreement.
- 4.8 **Extraneous Agreements.** The Vendor shall not enter into any additional agreement, with any Member, arising from this agreement for similar services, or amend this agreement in any way, without the written authorization of MMCAP.
- 4.9 **MPA.** In order to use this Agreement, Members require jurisdiction-specific paperwork or contract language. Vendor may be required to review an MMCAP MPA, as an addendum to this Agreement to provide for laws specific to a state or local jurisdiction. If these circumstances exist, the Vendor must work with MMCAP and Member to prepare an MPA to set forth the additional or altered terms and conditions. An MPA must clearly apply only to the requesting location and will not affect the rights of the other Membership, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named Member. When the specific terms are agreeable to the Vendor and the Member, the MPA will be presented to each party for execution. No other mechanism of modifying or "attaching to" the Agreement is authorized. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA, Vendor may be precluded from doing business with that Member. No verbal or written instructions from Members, or any of their staff or officials, to change any provision of this Agreement will be accepted by Vendor without the prior written approval of MMCAP. Vendor will immediately report any such requests to the MMCAP Authorized Representative who will issue approval or denial in writing.

ARTICLE V

CONTRACT MANAGEMENT AND TRANSITIONS

- 5.1 **MMCAP Contract Transition and Implementation.** In completing the transition of this Agreement, Vendor will work with MMCAP and Members to determine the appropriate steps and schedule for the transition. Vendor's procedure for implementing and transitioning Members to this Agreement is set forth on **Attachment G**.
- A. **Vendor Required Documentation.** Vendors will provide written notification to new and existing MMCAP Members, about the Vendor's required documentation and instructions, to enable the Member to transition to the Agreement.
 - B. **Start-Up Inventory.** Vendor must have all Contracted Items loaded in its ordering system and have adequate Product supply available to order before the Effective Date.
 - C. **Product Samples and/or Demonstration Models.** Upon request reasonable from a Member, the Vendor agrees to provide a reasonable quantity of Product samples and/or demonstration models to any Member at no cost. Upon reasonable request from Member, the Vendor will also provide training on the Products covered by the Agreement.
- 5.2 **Management of Contract Products and Services**
- A. **Price Loading Requirements:** Vendor will be responsible for processing file updates, or the files sent to the Vendor by MMCAP, which specify pricing for Products and Services.
 - i. Vendor will load and make viewable in its ordering system, all data lines from the contract file update notifications, on a date agreed upon between the Vendor and MMCAP.
 - B. **Product Additions/Deletions:** Vendor will make reasonable efforts to keep MMCAP informed of any updates or changes to our product lines.
 - C. **Product Substitution:** The intent of this Agreement is to provide Products included on **Attachment A: Pricing**, and not Product substitutes. However, if a Product is not available at the time of order placement, Vendor will work with MMCAP and Member to determine if there is a satisfactory substitution. Vendor will only substitute Products with Member's and MMCAP's approval which approval shall not be unreasonably withheld or delayed.
- 5.3 **Vendor Reporting:** Required reports found in **Attachment H**
- 5.4 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all purchases of Contracted Items made by Members with the Vendor.
- A. The payment of the Administrative Fees is intended to be in compliance with the Medicare and Medicaid Patient Protection Act of 1987 (Anti-Kickback Statute) and 42 U.S.C. §1320a-7b(b)(3)(A) and the "Safe Harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h) and GPOs set forth at 42 C.F.R. §1001.952(j). Vendor will not pay an Administrative Fee on the same purchase to more than one GPO, nor will Vendor split an Administrative Fee on any item between such groups

- B. Vendor must provide Administrative Fee data to MMCAP Infuse within ten (10) business days after the end of each calendar month. The Administrative Fee must be paid as soon as is reasonable after the end of each calendar month, but no later than thirty (30) calendar days after the end of the calendar month. The Vendor will submit a check payable to "State of Minnesota, MMCAP Infuse Program."
- C. Vendor shall not be required to pay the Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.

ARTICLE VI
WARRANTS, COVENANTS, AND DUTIES OF VENDOR

- 6.1 **Covenant of Laws.** Vendor shall comply with all state and federal laws, as applicable to each Member State, in the performance of this Agreement.
- 6.2 **Required Licenses, Permits, and Registration.** Vendor shall have in place prior to the start of the Agreement, and must maintain for the life of the Contract, all current licenses, permits and registrations required by state and federal agencies. Vendor must make such documentation available upon request by MMCAP.
- 6.3 **Business Interruption Plan.** Vendor must have an emergency preparedness and business continuity plan (*Attachment I*). Vendor will work with each requesting Member, to develop a pre-selected list of Products to be shipped in the event of a national or regional emergency.
- 6.4 **Federal Health Care Program Exclusion.** Vendor represents that it, its directors, officers, and employees are not (A) sanctioned individuals or companies and have not been listed by any federal agency as barred, excluded, or otherwise ineligible for participation in federally funded health care programs as defined in 42 U.S.C. Sec. 1320a-7b(f) (**Federal Healthcare Programs**); (B) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (C) are not under investigation or otherwise aware of any circumstances which may result in such Vendor being excluded participation in Federal Healthcare Programs. Vendor agrees not to enter into a subcontract with any individuals or companies that have been sanctioned, debarred or excluded from participation in any Federal Healthcare Programs. Vendor agrees to indemnify, hold harmless and defend the State of Minnesota, MMCAP, and Members from any claims, demands or damages which the State of Minnesota, MMCAP, and its Members may suffer as a result of Vendor's breach.
- 6.5 **Debarment.** Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member; and has not been convicted of a criminal offense related to the subject of this Agreement. Vendor further warrants that it will provide immediate written notice to the MMCAP Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
 - A. 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 Agreement, 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.
- 6.6 **Indemnification.** Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse's or Members' sole negligence, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's, Members, agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual and potential claims relating to loss, liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:
 - A. Intentional, willful, or negligent acts or omissions;
 - B. Fraud and or deceit;
 - C. Actions that give rise to strict liability;
 - D. Breach of contract;
 - E. Breach of warranty;
 - F. Violations of federal, state, or local laws, orders, and/or policies;
 - G. Employees or subcontractors' criminal and civil claims; and/or
 - H. Failure to pay fees, charges, expenses, taxes, or other debts to third parties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND AS ALLOWED BY STATUTE, (A) VENDOR SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGE ARISING OUT OF OR RELATING TO ANY CLAIM FOR INDEMNIFICATION MADE PURSUANT TO THIS SECTION 6.6 OR OTHERWISE.

- 6.7 **Antitrust.** The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member unless otherwise assigned directly to that State by Vendor antitrust claim
- 6.8 **Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Minnesota, to federal and state agencies, and state personnel involved in the payment of obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

ARTICLE VII WARRANTS, COVENANTS, AND DUTIES OF MMCAP

- 7.1 **GPO Representation.** MMCAP represents and warrants that it is a "group purchasing organization" as that term is defined under 42 C.F.R. Section 1001.952(j) and that it shall comply with all applicable federal and state laws, rules and regulations, including, but not limited to, the provisions set forth in 42 U.S.C. Section 1320a-7b and the "safe harbor regulations" set forth in 42 C.F.R. Section 1001.952.
- 7.2 **DEA License/HIN.** Vendor shall not require a Members to have a DEA number in order to obtain products unless making orders for controlled substances. Member facilities will have HIN numbers assigned by MMCAP.
- 7.3 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all purchases of products and services made by Members with the Vendor.
- A. The payment of the Administrative Fees is intended to be in compliance with the Medicare and Medicaid Patient Protection Act of 1987 (Anti-Kickback Statute) and 42 U.S.C. §1320a-7b(b)(3)(A) and the "Safe Harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h) and GPOs set forth at 42 C.F.R. §1001.952(j). Vendor will not pay an Administrative Fee on the same purchase to more than one GPO, nor will Vendor split an Administrative Fee on any item between such groups
 - B. Vendor must provide Administrative Fee data to MMCAP within ten (10) business days after the end of each calendar month. The Administrative Fee must be paid as soon as is reasonable after the end of each calendar month, but no later than thirty (30) calendar days after the end of the calendar month. The Vendor will submit a check payable to "State of Minnesota, MMCAP Program."
 - C. Vendor shall not be required to pay the Administrative Fees on tax amounts or returns or other shipments for which Vendor did not collect payment.

ARTICLE VIII INTELLECTUAL PROPERTY

- 8.1 **MMCAP Ownership.** MMCAP owns all rights, title, and interest in MMCAP customer data, sales transaction data, DEA/HIN information (subject to third-party rights), contract pricing, EDI transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP grants to Vendor an unlimited, non-revocable, nontransferable, fully paid license, for the term of this Agreement, to: (A) release state specific data to a Member's state primary contact, (B) release any of the above data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (C) to release any of the above data to other MMCAP-approved third parties, when necessary for the performance of this Agreement; (D) to provide Member purchase data to aggregators, including IMS Health and NDC Health, subject to Vendor's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party; and (E) to provide Member purchase data to other group purchasing organizations of which the Member is also a member, provided such data will not include MMCAP-identifiable data. Any MMCAP identifiable data provided hereunder to a third party must identify the data as MMCAP data and subject to Minnesota Statutes, Chapter 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP or a Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.
- 8.2 **Vendor Ownership.** Vendor owns all rights, title, and interest to any aggregated data not identifiable as arising from this Agreement and any other intellectual property created for or presented to MMCAP. Vendor grants to MMCAP an unlimited, non-revocable, non-transferable, fully paid, perpetual license, to use all intellectual property created for or presented to MMCAP under this Agreement.

- 8.3 **Pre-Existing Intellectual Property.** MMCAP and Vendor will each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. Vendor grants to Minnesota an unlimited, royalty-free, paid up, perpetual, non-exclusive, irrevocable, non-transferable license to use and modify any pre-existing Vendor intellectual property, including marketing materials and materials contained in solicitation responses provided by Vendor to MMCAP or a Member. The aforementioned license is solely for use by MMCAP Members, and their agents related to an internal business or governmental purposes.
- 8.4 **Intellectual Property Warranty and Indemnification.** Except as otherwise set forth below, Vendor warrants that any materials, software, or products produced by Vendor will not infringe upon 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 Vendor. Vendor, at its own expense, will indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless MMCAP against any loss, cost, expense, or liability (including reasonable legal fees) arising out of such a claim, whether or not such claim is successful against MMCAP.
- A. If such a claim has occurred, or in the Vendor's opinion is likely to occur, the Vendor will either procure for MMCAP the right to continue using the materials or products or replacement or modified 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.
- B. In the event of a third party claim of infringement by any material, software or product provided by Vendor or utilized by Vendor in the performance of this Agreement, but produced by a third party, Vendor's indemnification obligations set forth in this Article shall apply to the extent that the third party's indemnification obligation to the Vendor is available to MMCAP or Vendor will assist MMCAP in tender of such claim directly to the manufacturer of such material, software or product.
- 8.5 **Publicity and Endorsement.** Any publicity regarding the subject matter of this Agreement must identify MMCAP as the sponsoring agency and must not be released without prior written approval from MMCAP's Authorized Representative. 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 Agreement.
- A. **Marketing.** Any direct advertising, marketing, or direct offers with MMCAP Member must be approved by MMCAP. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP may reject any proposal submitted by the Vendor in any subsequent solicitations for service contract awards.
- B. **Endorsement.** The Vendor must not claim that MMCAP, the State of Minnesota, or any Member State endorses its products or services, nor may MMCAP claim that the Vendor endorses its products or services.

ARTICLE IX **INSURANCE**

Vendor will not commence work under the Agreement until they have obtained all the insurance described below and MMCAP has approved such insurance. Vendor will maintain such insurance in force and effect throughout the term of the Agreement.

- 9.1 **Policies.** Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies:
- A. **Workers' Compensation Insurance:** Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:
- i. \$100,000 – Bodily Injury by Disease per employee
 - ii. \$500,000 – Bodily Injury by Disease aggregate
 - iii. \$100,000 – Bodily Injury by Accident
- If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP with a certificate of insurance.
- B. **Commercial General Liability Insurance:** Vendor is required to 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 Agreement whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Agreement. Insurance minimum limits are as follows:

- i. \$5,000,000 – per occurrence
- ii. \$5,000,000 – annual aggregate
- iii. \$5,000,000 – annual aggregate – Products/Completed Operations
- iv. The following coverages shall be included:
 - a. Premises and Operations Bodily Injury and Property Damage
 - b. Personal and Advertising Injury
 - c. Blanket Contractual Liability
 - d. Products and Completed Operations Liability
 - e. MMCAP named as an Additional Insured, to the extent permitted by law

C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

- i. \$2,000,000 – per occurrence
- ii. \$2,000,000 – annual aggregate

D. Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance: This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Vendor's services required under the Agreement. Insurance minimum limits are as follows:

- i. \$2,000,000 – per occurrence
- ii. \$2,000,000 – annual aggregate

E. Commercial Automobile Liability Insurance: Vendor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Vendor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- i. \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage
- ii. Included: Owned, Hired, and Non-owned Automobile

9.2 **Deductibles.** Any deductible will be the sole responsibility of the Vendor and may not exceed \$50,000 without written approval of MMCAP. If the Vendor desires authority from MMCAP to have a deductible in a higher amount, the Vendor will make a request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that MMCAP can ascertain the ability of the Vendor to cover the deductible from its own resources.

9.3 **Continuation.** The retroactive or prior acts date of such coverage are not to be after the effective date of this Agreement and the Vendor is to maintain such insurance for a period of at least three (3) years, following the completion of the contracted work. If such insurance is discontinued, extended reporting period coverage must be obtained by the Vendor to fulfill this requirement.

9.4 **Additional Requirements.**

- A. Vendor's policy(ies) shall 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 Agreement;
- B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP within five (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 thirty (30) Days advance written notice to MMCAP;
- C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;
- D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
- F. Vendor shall 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 Minnesota; and
- G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.

- 9.5 **Failure by Vendor.** MMCAP reserves the right to immediately terminate the Agreement 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 Minnesota, and copies of policies must be submitted to MMCAP's Authorized Representative upon written request.
- 9.6 **Submission.** The WHOLESALER is required to submit Certificates of Insurance acceptable to MMCAP as evidence of insurance coverage requirements prior to commencing work under the Agreement.

ARTICLE X GENERAL TERMS

- 10.1 **Notices.** If one party is required to provide legal notice or notice under the terms of the Agreement to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by certified United States mail, or by email or facsimile transmission provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes.
- 10.2 **Audits.** Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, MMCAP, and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. This clause extends to the Membership as it relates to business conducted with and sales a Member.
- A. **Invoice and Pricing Audit.** MMCAP and Members served by this Agreement may periodically audit Members to determine the validity of invoice pricing. Such audits may be conducted only during ordinary business hours and upon reasonable notice.
- B. **Costs.** Vendor, MMCAP, and Members shall each be responsible for its own costs associated with any audit, including costs related to the production of records and/or other documents requested by the other party.
- 10.3 **Personnel Changes.** Vendor will notify MMCAP of changes in the Vendor's key personnel, in advance and in writing. Any employee of Vendor, who, in the opinion of MMCAP, is unacceptable, will be removed from the project upon written notice to the Vendor. In the event that an employee is removed pursuant to a written request from MMCAP's authorized representative, the Vendor will have ten (10) business days in which to fill the role with an acceptable employee.
- 10.4 **Assignment.** The Vendor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP and a fully executed assignment agreement.
- 10.5 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 10.6 **Order of Precedence.** Vendor agrees that applicable federal and state law will supersede this Agreement, however this Agreement will take precedence over all other the terms, covenants, conditions, commitments, stipulations, order forms, website use of terms, and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the provisions of this Agreement are inconsistent with any of the terms and provisions of the aforementioned legal documents in this section, this Agreement will supersede and govern. MMCAP Infuse does not agree to or bound by any additional terms and conditions between the Vendor and Member.
- 10.7 **Counterparts and Electronic Signature.** The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP has obtained all required signatures. If requested by MMCAP and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record.
- 10.8 **Severability.** If any provision of the Agreement, 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 Agreement is capable of performance, it will not be affected by such declaration or finding, and will be fully performed.

- 10.9 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 10.10 **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, 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 Agreement are clearly inconsistent therewith, this Agreement will be governed by the Minn. Stat. § 336, the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Agreement 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.

VENDOR: Premier Biotech, Inc

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

Name: Matt Michalik
 Signature: *[Signature]*
 Title: COO
 Date: 6/8/2020

STATE OF MINNESOTA FOR MMCAP INFUSE

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

James Losinski

Name: DocuSigned by:
 Signature: *James Losinski*
 Date: 6CAAB964AFAD40E 6/26/2020

COMMISSIONER OF ADMINISTRATION

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

Sara Turnbow

Name: DocuSigned by:
 Signature: *Sara Turnbow*
 Date: 694ABF102CF64DE 6/26/2020

ATTACHMENT A

PRICING

1. DOT Tests Pricing

DOT Drug & Alcohol Testing						
Matrice	Test	Item Description	Unit of Measure	Product ID	Pricing	Discount 30 Calendar Days (%)
Urine	Amphetamines	Amphetamine	Each	Varies	\$53.00	N/A
		Methamphetamine				
		Methylenedioxymethamphetamine (MDMA)				
		Methyldioxyamphetamine (MDA)				
		Methylenedioxyethylamphetamine (MDEA)				
	Cocaine Metabolite	Benzoyllecgonine				
	Marijuana Metabolites (THCA)	THCA				
	Opioids	Codeine				
		Morphine				
		Hydrocone				
		Hydromorphone				
		Oxycodone				
Oxymorphone						
6-Acetylmorphine						
Phencyclidine	Phencyclidine					
Breath	Alcohol		Each	Varies	\$55.00	

2. Services Pricing

Vendor may incorporate additional Services during the term of the Contract, through the process of amendment.

Services Pricing						
Description	Service ID	Unit of Measure	Pricing	Discount 10 Calendar Days (%)	Discount 20 Calendar Days (%)	Discount 30 Calendar Days (%)
MRO Services (per test review)	Varies	Per Test	\$2.85	2%	1%	0.5%
Regulatory Policy Review	Varies	Per Hour	\$125.00			
Legal Consultation	Varies	Per Hour	\$400.00			
Technical Expert Testimony (MRO, Toxicology, BAT, other staff)	Varies	Per Hour	\$200.00			
Litigation Assistance	Varies	Per Hour	\$400.00			
Qualifications of Lab Director and/or Certifying Scientist	Varies	Per Hour	\$200.00			
Mock Audits	Varies	Per Hour	\$100.00			
SAP	Varies	Per Referral	\$550.00			
EAP	Varies	Per Case	\$25.00			
Breath Alcohol Testing - *Ceiling	Varies	Each	See Below			
DOT & Non-DOT Alcohol Testing: Testing price per breath test performed at an on-site location	Varies	Each	\$65.00			
DOT & Non-DOT Alcohol Testing: Emergency on-site without advanced notice	Varies	Each	\$185.00			

3. Products Pricing

Vendor may incorporate additional Products during the term of the Contract, through the process of amendment. Products for urine collection must meet DOT Standards for Urine Collection Kits (*Part 40, Appendix A*), and products for breath tests must be approved by NHTSA.

Products Pricing							
Matrice	Description	Product ID	Unit of Measure	Pricing	Discount 10 Calendar Days (%)	Discount 20 Calendar Days (%)	Discount 30 Calendar Days (%)
Alcohol	QED Saliva Alcohol Test DOT	Varies	Each	\$12.00	N/A	N/A	N/A
	QED Saliva Alcohol Controls	Varies	Each	\$40.00			
	QED Saliva Alcohol Results Forms	Varies	Each	\$1.50			
	Disposable Breath Alcohol Tubes	Varies	Each	\$2.50			
Urine	N/A				N/A	N/A	N/A

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ATTACHMENT B

Stock Outage and Backorder Policy

Premier Biotech has inventory management capabilities through our online portal offering. Premier Biotech's' portal is an online solution built with capabilities for product ordering, inventory monitoring and a suite of additional member resources including ongoing education and training. Members can manage product orders based on needs and established varied thresholds for re-ordering. This system will trigger re-order notifications of selected product variants.

Premier Biotech's' product ordering solution has built in inventory and product usage monitoring. This solution is available to all members under the Agreement. In a back order, a service supervisor will reach out to discuss alternative products for substitution to ensure they have ample supplies. Premier Biotech monitors order history and can trigger re-order notifications to Members based on remaining inventory.

Premier Biotech can provide substitute Products. If Products will be of stock for an extended period, Premier Biotech will work with the member/agency to find a satisfactory substitution at no additional cost to Member.

Premier Biotech Sales and Customer Service Teams will work with members to find an alternative product from our inventory that will meet member needs. Premier Biotech will identify an alternative product for substitution and have it delivered promptly.

Premier Biotech offers immediate 24/7 access to our customizable e-commerce ordering platform. Our solution acts as a one-stop-shop for member product ordering needs including capturing results, documentation, training, online certification, inventory management and more.

ATTACHMENT C **Shipping Policy**

Premier Biotech has integrations with major laboratories across the country and strives to use electronic chain of custody whenever able. Our collection site network uses both laboratory courier networks and overnight shipping services.

After collection of the specimen, the collector will arrange to ship the specimen to the testing laboratory via the laboratory selected air express courier or local laboratory courier service. The specimen will be placed in the appropriate containers that are securely sealed to eliminate the possibility of tampering. The collector will sign and date across the tape sealing the container. In all cases, specimens will be shipped to the lab within twenty-four (24) hours of the collection.

Premier Biotech can promptly service members in the event of emergency or unforeseen situations. Through our online product ordering system, the ability to place orders are not gated by typical workday hours. Orders placed prior to 2:00 PM CST will likely ship the same day as long as product is available. Premier Biotech will ship the product order using the most expeditious means possible via UPS/FedEx unless additional shipping methods have been requested.

Expedited (emergency) deliveries do include additional fees in standard situations. Members can contact our dedicated Customer Services Team to discuss any needs and shipping requirements, i.e. emergency deliveries and Premier Biotech will handle these requests on a per-case basis.

The Premier Biotech Portal provides a branded ordering solution to MMCAP members with the ability to place product orders anytime 24/7. Through this online solution, orders will be triggered and shipped promptly. Orders placed prior to 2:00 PM CST will ship within 72 hours (many times even the same day), as long as product is available. Premier Biotech will ship the product order using the most expeditious means possible via UPS/FedEx unless alternate shipping methods are requested.

Orders received prior to 2:00 PM CST typically ship from the warehouse the same day placed. The time in transit is based on the defined shipping method. FedEx Ground will range from 2-7 business days depending on the location of the member. Tracking information can be provided for all shipments.

Shipping methods include, FedEx Ground, FedEx Express Saver, FedEx 2nd Day, FedEx Standard Overnight, and FedEx Priority Overnight. FedEx Ground will be FOB Prepaid and allowed. All other options will be charge the FedEx rate.

ATTACHMENT D
Vendor's Return Policy

All returns must be authorized through the Customer Service Department prior to being returned. An RA number will be assigned, and this must be attached to returned goods. Product being returned by Members for any reason other than product performance issues must be done within thirty (30) days after receipt of order. All returns must be accompanied by a Return Authorization Form, any returns not authorized or those do not have accompanying RA Form, may be delayed in the return process.

1. Credit will be issued for the amount of product returned, full/unopened cases
2. Less 15% restocking fee and all shipping charges incurred by Premier to ship and return product.

Sales Representative and/or Customer Service must authorize product being returned by a Member for product performance issues. A Return Material Authorization (RMA) Form will be emailed to Facility along with the Call Tags to return product to the warehouse. All returns must be accompanied by the RMA Form to ensure swift processing upon return.

1. Credit or replacements will be issued upon return.
2. Restocking fee will not be applied to product performance returns

ATTACHMENT E
Vendor's Recall Policy

In the event of a recall, MMCAP Infuse and the affected Members will be notified within seventy-two (72) hours prior to issuing a recall notice. This communication will be delivered to Members facilities that would be affected by the recall.

Premier Biotech will promptly communicate with both MMCAP and any Members affected to curate a plan towards resolution.

MMCAP Members can request additional information regarding Premier Biotech's product recall policy and procedures at any time.

ATTACHMENT E
Vendor's Dispute Resolution Policy

Any employee of Premier Biotech can receive information that may constitute a complaint. The information is promptly communicated to Quality Assurance for timely complaint processing. All customer complaints are documented, reviewed and evaluated by a formally designated unit.

The Complaint Handling process will include the following with activities documented.

- Section 1: Investigation findings
- Section 2: Corrective Action/Preventative Action Summary
- Section 3: Complaint Summary
- Section 4: Complaint Decision
- Section 5: MDR Assessment
- Section 6: Customer Reply
- Section 7: Complaint Record Closure.
- Quality will communicate the complaint closure with the customer upon completion of the complaint.

ATTACHMENT G
Implementation and Transition Plan

Implementation is handled at the customer set up level. Once a new customer provides information to us, we build out a unique customer ID for them with appropriate contact information.

For simple set ups, this can be completed within hours. For more complex set ups, we estimate 2-3 days to include all details and get things working seamlessly across software solutions. Premier Biotech can provide additional information regarding implementation and transitioning on request.

ATTACHMENT H

Required Reporting

1. Reporting Requirements

Vendor must provide all of the following reports to the recipients as directed below. All reports must be available in an electronic Microsoft Excel file format and contain the required information fields. Vendor will work with MMCAP during the transition and implementation period of this Contract, to ensure the Vendor's required reports meet the reporting requirements of this Contract. If customized reports are requested by Members, these will be furnished, as mutually agreeable between the Member, MMCAP, and the Vendor.

1.1. Reporting Tools

- a. Vendor must provide online electronic access to all MMCAP participating facilities. Upon request, Vendor will provide access to related Member to obtain purchasing data. Vendor will provide MMCAP online access to MMCAP Contracted Items and Pricing. Electronic access will provide a system for reporting each individual Member's purchases, as well as reports on select groups of facilities. Users must be able to manipulate the data, in order to build reports based on each MMCAP participating facility's or Member state's individual need, and/or ability to transfer data into spreadsheets in a Microsoft Office compatible format.
- b. At a minimum, Vendor will provide the following on-line reporting tools:
 - Purchase Summary Report - ranks items by sales value, over a designated period of time;
 - manufacturer backorder reporting;
- c. Vendor will set up a user login on Vendor's online reporting system for each Member state and MMCAP, with all Member accounts for reporting purposes at no cost.

Vendor will provide the technology to allow one user to run reports for several Member accounts, for reporting purposes, at no cost.

1.2. Monthly Sales Data Usage and Administrative Fee Data Reports

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 MMCAP during the transition and implementation period of this Contract, to ensure the Vendor submits the required reports in a format and content, mutually agreeable to both parties. If requested by an MMCAP participating facility, Member state or MMCAP, the requested report must be customized to report data specific to the requesting entity.

a. Monthly Sales Data Usage Reports for the MMCAP Office

Vendor will supply to MMCAP, accurate monthly sales data no later than ten (10) business days, of the subsequent calendar month. The report must include Product and Services, and dollar spend amount sorted in descending order, and grouped by Product and Services category. Also, the report must include the information set forth below, for every transaction between the Vendor and the Member:

- Table 1 details the required fields for the sales data report;
- Table 2 details the required record layout, in a fixed record format.

Vendor will pay an Administrative Fee on Products and only those Services that incur fees.

b. Administrative Fee Data Report

The Vendor must submit a monthly *Administrative Fee Data Report* with each Administrative Fee payment, which includes sales made direct from Vendor, to the Member.

The monthly *Administrative Fee Data Report* must contain the fields 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 ten (10) business days of the subsequent calendar month. 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 *Contract Terms, Section 3*, and to reject any proposal submitted by the Vendor in any subsequent solicitations for drugs and alcohol testing Products and Services. Vendor will pay an Administrative Fee on Products and only those Services that incur fees.

Table 1

Required Data Fields for the Sales Data Report
MMCAP-assigned facility ID
MMCAP Facility Name
Vendor Distribution Center Code
Vendor-assigned Account number for the MMCAP Facility
Customer Invoice Number
Customer Invoice Line Number
Customer Purchase Order Number
Invoice date (mmddyyyy)
Buyer name or equivalent of buyer ID for person submitting the invoices (May be left blank)
Vendor's (Distributor) SKU item number
NDC of purchased Product in 5-4-2 format as stored in First DataBank, Inc. (may be left blank if not pharmaceutical)
Label Name (Product description)
Unit Dose (may be left blank if not pharmaceutical)
Pack Size (may be left blank if not pharmaceutical)
Unit (selling unit of measure)
Case Size (case packaging size)
Dose (may be left blank if not pharmaceutical)
Strength (may be left blank if not pharmaceutical)
Route (may be left blank if not pharmaceutical)
Unit price (99999.9999) (selling unit price)
Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999.9999)
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
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
Bill to Address 1
Bill to City
Bill to State (2 alpha postal code)
Bill to Zip (standard 5-4 format, no dash necessary)
Ship to Address 1
Ship to City
Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)
Service Fee (9999.9999) (if providing negotiated service fee discounts)
MMCAP Contract Number (MMSxxxxx)
Admin Fee (9999.9999)
Credit Indicator (C for credit)
MMCAP Assigned Wholesaler Code (AmeriSource-Bergen=0401, Cardinal Health=0301, Morris-Dickson=0701, Bergen=0201, (New codes will be assigned to PPV's during implementation period of the Contract)
Manufacturer Name (MFG Name)
Class of Trade (if offering volume or tiered discounts)
340B Purchase (1=True, 0=False)
Manufacturer Part Number
Product Category
Manufacturer Part Number
Product Category

Table 2

Excel Column	Required Data Field Full Name for Sales Data Report
A	MMCAP-assigned facility ID
B	MMCAP Facility Name
C	Vendor Distribution Center Code
D	Vendor-assigned Account number for the MMCAP Facility (this should be the ship-to account number).
E	Invoice Number
F	Invoice Line Number
G	Purchase Order Number
H	Invoice date (mmddyyyy)
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)
J	Vendor's (distributor) SKU item number
K	NDC of purchased Product in 5-4-2 format as stored in First DataBank, Inc. (Required for pharmaceutical Products)
L	Label Name/Product Description
M	Unit Dose (Required for pharmaceutical Products)
N	Pack Size
O	Unit
P	Case Size
Q	Dose (Required for pharmaceutical Products)
R	Strength (Required for pharmaceutical Products)
S	Route (Required for pharmaceutical Products)
T	Unit price (99999.9999)
U	Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999.9999)
V	Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
W	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
X	Type of transaction (MMCAP Contract purchase, other Contract purchase (340B, PHS), not on Contract purchase) 1=core item, 2=non-core, 3=not on Contract
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (9999.9999)
AH	MMCAP Contract Number (MMSxxxxx)
AI	Admin fee (9999.9999)
AJ	Credit Indicator (C for credit)
AK	MMCAP Assigned Wholesaler Code (Codes will be assigned to PPV's during implementation period of the Contract)
AL	Manufacture Name (MFG Name)
AM	Class of Trade
AN	340b Purchase
AO	Category
AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXX)
AS	UNSPSC Description

1.3. Sales Data Usage Report for the MMCAP Participating Facilities and Member State Contacts

Upon request from an MMCAP participating facility or Member State Contacts, Vendor will provide a *Sales Data Usage Report* within ten (10) business days from the date of the request. The report data will provide a summary of a Member's total usage by Product and dollar spend amount, sorted in descending order, and grouped by Product category for a specified date range. Upon request by the MMCAP participating facility and/or Member State Contacts, the following reports must be made available through Vendor's custom reporting tools. Vendor must be able to supply to the MMCAP participating facilities, accurate reports with the following information:

- a. Monthly, quarterly, and annual reports, detailing total purchases (payment amount and units) by individual Product, (clearly identified via SKU and UNSPSC Code if applicable) sorted in descending dollar order. Units must correspond to the packaging.
- b. List of discontinued Products and new Products.
- c. Any other reports required by law.

ATTACHMENT I
Business Interruption Plan

We have an extensive network of SAMSHA laboratories and product-manufacturing facilities to ensure product demands in the event of a natural disaster or man-made emergency. Real-time alerts can be communicated to members/agencies keeping them informed of clinical closures, delayed Lab results, decreased FedEx/UPS delivery, product delivery changes, etc. Through Premier Biotech's extended network, regardless of the status of a single lab or manufacturer, Premier Biotech can execute and deliver on MMCAP member needs.

In one recent example, a hurricane in South Carolina affected a laboratory vendor, so drug-screening volume was routed to an unaffected Midwest based laboratory to avoid service interruption to our clients.

Events that can cause interruptions to business processes have been identified, along with the probability and impact of such interruptions and their consequences for information security. Plans are in place to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes.

Business continuity plans are tested, maintained, and updated regularly to ensure that they are up to date and effective.

Premier Biotech and extended product manufacturers and laboratory partners use multiple processing centers to route samples and communicate via requested and available channels to ensure continued processing.

ATTACHMENT J
MINNESOTA STATUTORY LANGUAGE

1. **Government Data Practices.** Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
 - A. **Notification.** If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
 - B. **Indemnification.** Vendor agrees to indemnify, save, and hold Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
 - C. **Release of MMCAP Infuse Data.** Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the MMCAP Infuse, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
3. **Non-discrimination.** The Vendor will comply with the provisions of Minn. Stat. § 181.59.
4. **Affirmative Action Requirements.**
 - A. **Covered contracts and vendors.** If the Agreement exceeds \$100,000 and the Vendor employed more than forty (40) full-time employees on a single working day during the previous twelve (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 contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (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.
 - B. 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.
 - C. Minn. R. 5000.3400-5000.3600.
 - i. **General.** Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - ii. **Disabled Workers.** The Vendor must comply with the following affirmative action requirements for disabled workers.
 - a. 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.
 - b. 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.

- c. 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.
 - d. 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.
 - e. 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.
 - iii. **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 Agreement by the Commissioner or Minnesota.
 - iv. **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.
5. **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 Minnesota, 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 Minnesota. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryfySubCertForm.doc>. All subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.
6. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: 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 section, "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.
7. **Contingency Fees Prohibited.** Pursuant to Minn. Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
8. **Diverse Spend Reporting.** If the total value of this Agreement may exceed \$500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.
9. **Retainage for Minnesota Government Units.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.
10. **Payment to Subcontractors.** To the extent applicable, pursuant to Minn. Stat. § 16A.1245, the Vendor must pay all subcontractors, less any retainage, within ten (10) calendar days of the Vendor's receipt of payment from a Member for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).