

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
91727 04

PAGE 1 of 3	ORDER DATE 05/15/25
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 OCTOBER 31, 2025

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 Contract MMS2000334

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Veterans Affairs.

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: Jason St. Ores, Director of Sales Government
Phone: 651-207-6078
Email: jstores@premierbiotech.com

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

Vendor Contact: Judd Pederson, Director of Sales
Cell Phone: 651-395-1276
Email: jpederson@premierbiotech.com

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

Amendment three (3) per MMCAP Infuse MMS2000334 Amendment Nine (9) as attached. (06/21/24 vc)
Amendment four (4) per MMCAP Infuse MMS2000334 Amendment Thirteen (13) as attached. (04/18/25 vc)
Amendment five (5) as attached. (5/15/25 vc)

DS
RT

5/20/2025

BUYER

DocuSigned by:

Vicki Collins 5/20/2025

4106A24A8E8446D...

DocuSigned by:

5/20/2025

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE 2 of 3	ORDER DATE 05/15/25
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2	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	400.0000	EA	70.0000	28,000.00
3	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING AT ON-SITE COLLECTION SITE FEE THIRD PARTY	400.0000	EA	58.0000	23,200.00
4	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	50.0000	EA	50.4000	2,520.00
5	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	50.0000	EA	64.8000	3,240.00
6	BAT TESTING AT DESIGNATED IN-NETWORK COLLECTION FACILITY	100.0000	EA	39.0000	3,900.00
7	BAT TESTING AT DESIGNATED OUT OF NETWORK COLLECTION FACILITY	100.0000	EA	52.2000	5,220.00
8	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
9	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
10	OTHER DRUG TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00

DS
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BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

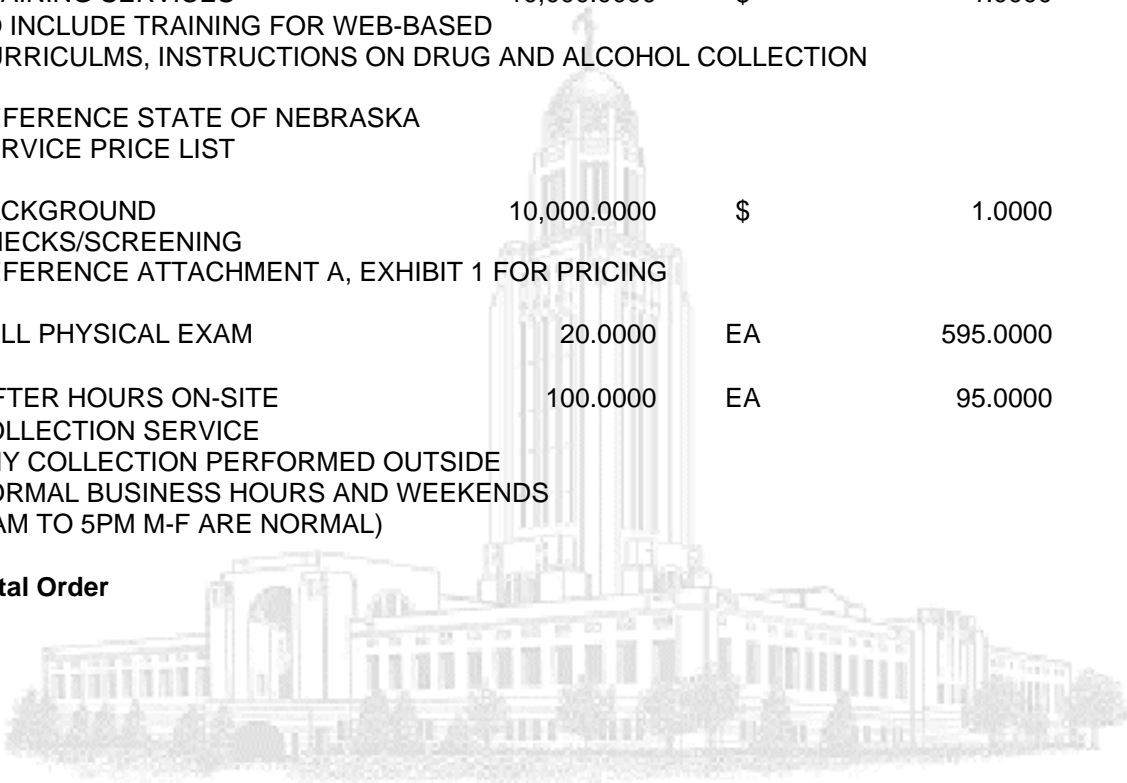
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12	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
13	TRAINING SERVICES TO INCLUDE TRAINING FOR WEB-BASED CURRICULMS, INSTRUCTIONS ON DRUG AND ALCOHOL COLLECTION REFERENCE STATE OF NEBRASKA SERVICE PRICE LIST	10,000.0000	\$	1.0000	10,000.00
14	BACKGROUND CHECKS/SCREENING REFERENCE ATTACHMENT A, EXHIBIT 1 FOR PRICING	10,000.0000	\$	1.0000	10,000.00
15	FULL PHYSICAL EXAM	20.0000	EA	595.0000	11,900.00
16	AFTER HOURS ON-SITE COLLECTION SERVICE ANY COLLECTION PERFORMED OUTSIDE NORMAL BUSINESS HOURS AND WEEKENDS (8AM TO 5PM M-F ARE NORMAL)	100.0000	EA	95.0000	9,500.00
Total Order					137,980.00



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BUYER INITIALS

AMENDMENT FIVE
Contract Number: 91727 O4

Drug Testing Services and Products

Between
The State of Nebraska
And
Premier Biotech LLC

MASTER AGREEMENT
Contract/Agreement Number: MMS2000334
Administered by MMCAP Infuse

THIS AMENDMENT is entered into by and between the State of Nebraska and Premier Biotech LLC ("Vendor").

WHEREAS, the State of Nebraska has a contract with the Vendor identified as 91727 O4 for use by state agencies and other entities.

WHEREAS, the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

WHEREAS, 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.

NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. The Vendor Point of Contact Information for Chris Stephen is hereby deleted and replaced with the following:

Vendor Contact: Jason St. Ores, Director of Sales Government
Phone: 651-207-6078
E-Mail: jstores@premierbiotech.com

2. The Vendor's job title for Matt Michalik has been updated as follows:

Vendor Contact: Matt Michalik, Chief Executive Officer

IN WITNESS WHEREOF, this amendment is entered into as of the last signature date below (the "Effective Date").

State of Nebraska Signed by:

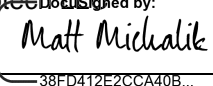
By: 
D5D6C0E236ED496...

Name: Michelle Potts

Title: DAS Materiel Administrator

Date: 5/20/2025

Premier Biotech LLC Signed by:

By: 
38FD412E2CCA40B...

Name: Matt Michalik

Title: CEO

Date: 5/18/2025

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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CONTRACT NUMBER
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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:

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Awarded from MMCAP Infuse Contract MMS2000334

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Veterans Affairs.

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: Judd Pederson, Director of Sales
Cell Phone: 651-395-1276
Email: jpederson@premierbiotech.com

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

Amendment three (3) per MMCAP Infuse MMS2000334 Amendment Nine (9) as attached. (06/21/24 vc)
Amendment four (4) per MMCAP Infuse MMS2000334 Amendment Thirteen (13) as attached. (04/18/25 vc)

DS
RT

4/23/2025

BUYER

DocuSigned by:

Vicki Collins 4/23/2025

4106A24A8E8446D...

DocuSigned by:

4/23/2025

MATERIEL ADMINISTRATOR

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3	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING AT ON-SITE COLLECTION SITE FEE THIRD PARTY	400.0000	EA	58.0000	23,200.00
4	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	50.0000	EA	50.4000	2,520.00
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8	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
9	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
10	OTHER DRUG TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00

DS
W

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

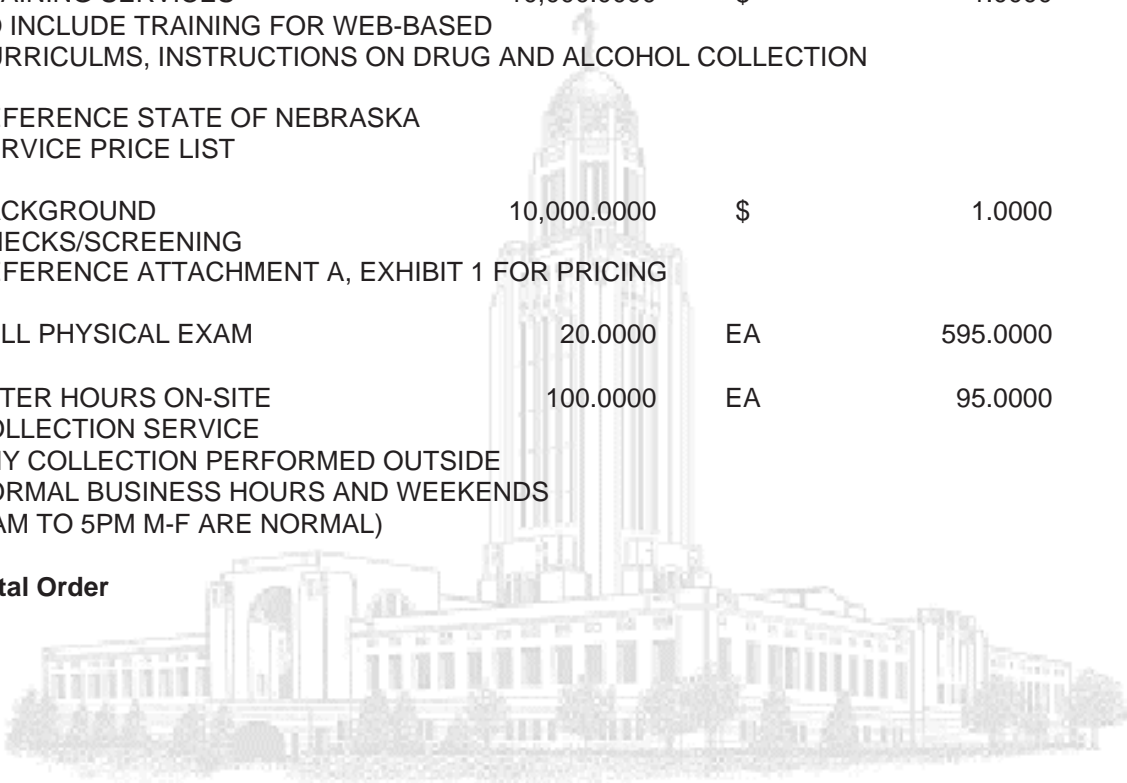
State Purchasing Bureau
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
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PAGE 3 of 3	ORDER DATE 04/18/25
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13	TRAINING SERVICES TO INCLUDE TRAINING FOR WEB-BASED CURRICULMS, INSTRUCTIONS ON DRUG AND ALCOHOL COLLECTION REFERENCE STATE OF NEBRASKA SERVICE PRICE LIST	10,000.0000	\$	1.0000	10,000.00
14	BACKGROUND CHECKS/SCREENING REFERENCE ATTACHMENT A, EXHIBIT 1 FOR PRICING	10,000.0000	\$	1.0000	10,000.00
15	FULL PHYSICAL EXAM	20.0000	EA	595.0000	11,900.00
16	AFTER HOURS ON-SITE COLLECTION SERVICE ANY COLLECTION PERFORMED OUTSIDE NORMAL BUSINESS HOURS AND WEEKENDS (8AM TO 5PM M-F ARE NORMAL)	100.0000	EA	95.0000	9,500.00
Total Order					137,980.00




BUYER INITIALS

AMENDMENT FOUR
Contract Number: 91727 O4

Drug Testing Services and Products

Between
The State of Nebraska
And
Premier Biotech LLC

MASTER AGREEMENT
Contract Agreement Number: MMS2000334
Administered by MMCAP Infuse

THIS AMENDMENT is entered into by and between the State of Nebraska and Premier Biotech LLC ("Vendor").

WHEREAS, the State of Nebraska has a contract with the Vendor identified as 91727 O4 for use by state agencies and other entities.

WHEREAS, the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

WHEREAS, 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.


NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. The Vendor Point of Contact Information for Scott Hutton is hereby deleted and replaced with the following:

Name: Judd Pederson, Director of Sales
Phone: 651-395-1276
E-Mail: jpederson@premierbiotech.com
2. The above-named contract expires July 31, 2025.
3. The contract end date, wherever such reference appears in the contract, shall be changed from July 31, 2025 to October 31, 2025 as per MMCAP Infuse Contract MMS2000334 Amendment Thirteen (13).

IN WITNESS WHEREOF, this amendment is entered into as of the last signature date below (the "Effective Date").

State of Nebraska Signed by:

By: 
D5D6C0E236ED496...

Name: Michelle Potts

Title: DAS Materiel Administrator

Date: 4/23/2025

Premier Biotech LLC Signed by:

By: 
38FD412E2CCA40B...

Name: Matt Michalik

Title: CEO

Date: 4/18/2025

AMENDMENT NO. 13 TO MMCAP INFUSE AGREEMENT NO. MMS2000334

THIS AMENDMENT NO. 13 ("**Amendment**") to MMS2000334 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 Amendments shall be read together as one document. Any capitalized terms used in the 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: Line B of the *Contract Term* in the Agreement will be revised as follows:

- B. **Expiration Date:** ~~July 31, 2025~~ October 31, 2025, or until all obligations have been satisfactorily fulfilled as determined by MMCAP Infuse, 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: _____
 Signature: DocuSigned by: MATTHEW MICHAEL T. K.
MATTHEW MICHAEL T. K.
 Title: CEO
 Date: 4/7/2025

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: _____
 Signature: DocuSigned by: Rose Jacobs Satala
Rose Jacobs Satala
 Date: 4/7/2025

COMMISSIONER OF ADMINISTRATION

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

Name: Christina Fox
 Signature: DocuSigned by: Christina Fox
Christina Fox
 Date: 4/7/2025

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE 1 of 3	ORDER DATE 06/21/24
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Awarded from MMCAP Infuse Contract MMS 2000334

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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 or invoices.

Amendment three (3) per MMCAP Infuse MMS2000334 Amendment Nine (9) as attached. (06/21/24 vc)

<div>DS</div> <div>RT</div> <div>6/26/2024</div> <div>BUYER</div>	<div>DocuSigned by:</div> <div>Vicki Collins</div> <div>6/26/2024</div> <div>4106A24A8E8446D...</div>	<div>DocuSigned by:</div> <div>Adam Kauffman</div> <div>2024</div> <div>F92FFF73F7F3467...</div> <div>MATERIEL ADMINISTRATION</div>
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16	AFTER HOURS ON-SITE COLLECTION SERVICE ANY COLLECTION PERFORMED OUTSIDE NORMAL BUSINESS HOURS AND WEEKENDS (8AM TO 5PM M-F ARE NORMAL)	100.0000	EA	95.0000	9,500.00
Total Order					137,980.00

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BUYER INITIALS

Date: 6/26/2024

AMENDMENT NO. 9 TO MMCAP INFUSE AGREEMENT NO. MMS2000334

THIS AMENDMENT NO. 9 ("**Amendment**") to MMS2000334 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 the 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.

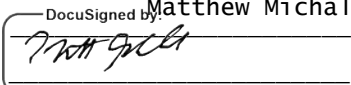
Modifications

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

- B. **Expiration Date:** July 31, ~~2024-2025~~, 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
Signature: 
Title: CFO
Date: 1/26/2024

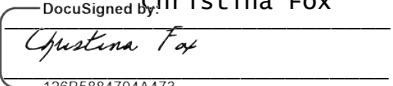
STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: Nalee Xiong
Signature: 
Date: 1/29/2024

COMMISSIONER OF ADMINISTRATION

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

Name: Christina Fox
Signature: 
Date: 1/29/2024

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
91727 04

PAGE 1 of 3	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 Contract MMS 2000334

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Veterans Affairs 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 or invoices.

Amendment two (2) per MMCAP Infuse MMS2000334 Amendment five (5) and six (6) as attached. (08/24/23 AM)

DS
RT

8/24/2023

BUYER

DocuSigned by:

Vicki Collins 8/24/2023

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DocuSigned by:

Amara Block 8/30/2023

4CFF2711162A4A2...

MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
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PAGE 2 of 3	ORDER DATE 08/24/23
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	

CONTRACT NUMBER
91727 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	400.0000	EA	50.0000	20,000.00
2	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	400.0000	EA	70.0000	28,000.00
3	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING AT ON-SITE COLLECTION SITE FEE THIRD PARTY	400.0000	EA	58.0000	23,200.00
4	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	50.0000	EA	50.4000	2,520.00
5	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	50.0000	EA	64.8000	3,240.00
6	BAT TESTING AT DESIGNATED IN-NETWORK COLLECTION FACILITY	100.0000	EA	39.0000	3,900.00
7	BAT TESTING AT DESIGNATED OUT OF NETWORK COLLECTION FACILITY	100.0000	EA	52.2000	5,220.00
8	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
9	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
10	OTHER DRUG TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00

DS
VC

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

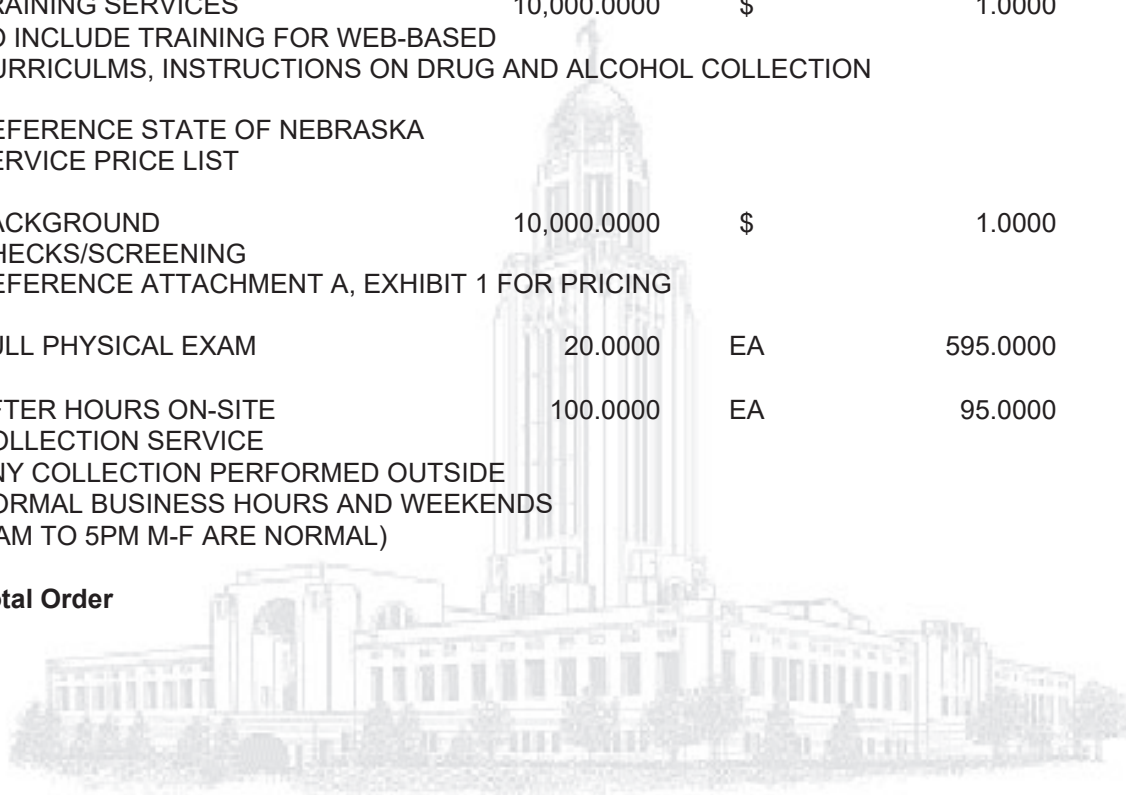
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

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

PAGE 3 of 3	ORDER DATE 08/24/23
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	

CONTRACT NUMBER
91727 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
11	DRUG TEST PRODUCTS	1,500.0000	\$	1.0000	1,500.00
12	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
13	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
14	BACKGROUND CHECKS/SCREENING REFERENCE ATTACHMENT A, EXHIBIT 1 FOR PRICING	10,000.0000	\$	1.0000	10,000.00
15	FULL PHYSICAL EXAM	20.0000	EA	595.0000	11,900.00
16	AFTER HOURS ON-SITE COLLECTION SERVICE ANY COLLECTION PERFORMED OUTSIDE NORMAL BUSINESS HOURS AND WEEKENDS (8AM TO 5PM M-F ARE NORMAL)	100.0000	EA	95.0000	9,500.00
Total Order					137,980.00



DS
VC

BUYER INITIALS

AMENDMENT TWO
Contract Number 91727 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 91727 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:

1. Whereas the terms of MMCAP Infuse Contract MMS2000334 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 91727 O4 until July 31, 2024, or until all obligations have been satisfactorily fulfilled as determined by MMCAP Infuse, whichever occurs first.
2. 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: 612432-6630
 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 or invoices.

3. Lines 1 through 7 are hereby deleted and replaced with the following:

Line	Description	Unit of Measure	Unit Price	Extended Price
1	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	EA	50.0000	20,000.00
2	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	EA	70.0000	28,000.00
3	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING AT ON-SITE COLLECTION SITE FEE THIRD PARTY	EA	58.0000	23,200.00
4	REASONABLE SUSPICION 10 PANEL	EA	50.4000	2,520.00

	LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY			
5	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	EA	64.8000	3,240.00
6	BAT TESTING AT DESIGNATED IN-NETWORK COLLECTION FACILITY	EA	39.0000	3,900.00
7	BAT TESTING AT DESIGNATED OUT OF NETWORK COLLECTION FACILITY	EA	52.2000	5,220.00

4. Line 16 is hereby added to the CONTRACT for the following:

Line	Description	Unit of Measure	Unit Price	Extended Price
16	AFTER HOURS ON-SITE COLLECTION SERVICE ANY COLLECTION PERFORMED OUTSIDE NORMAL BUSINESS HOURS AND WEEKENDS (8 AM TO 5PM M-F ARE NORMAL)	EA	95.0000	9,500.00

5. The 2022 In-Network and 2022 Out-of-Network Collection Sites are hereby deleted and replaced with the 2023 Collection Site.
6. 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

By: Amara Block
4CFF2711162A4A2...

Name: Amara Block

Title: DAS Materiel Administrator

Date: 8/30/2023

Contractor: Premier Biotech, LLC

By: Matt Michalik
286BEE2455C0460...

Name: Matt Michalik

Title: Chief Financial Officer

Date: 8/23/2023

AMENDMENT NO. 5 TO MMCAP INFUSE CONTRACT NO. MMS2000334

THIS AMENDMENT NO. 5 ("**Amendment**") to MMS2000334 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.

Revision 2: The following Contracted Item will be added to *Attachment A* of the Agreement:

Description	Manufacturer	SKU	SOUM	Qty per SOUM	Contract Pricing
SAFE Fentanyl Test Strips for Harm Reduction - 200 ng/mL sensitivity <i>Usage restrictions: For harm reduction programs only</i>	Premier Biotech	MTS-USA-FYL-25	CS	25	\$18.75 <u>Quantity breaks:</u> 50,001-100,000 units: \$16.25 100,001-250,000 units: \$15.00 250,001-500,000 units: \$13.75 500,001-750,000 units: \$12.50 750,001-1,000,000 units: \$11.25 1,000,001-1,250,000 units: \$10.00 1,250,000+ units: Call for quote

[End of Amendment; Signature Page Follows]

Accurate as of May 23, 2023

The most current version

<https://members.infuse-mn.gov/contract-documents>

MMS2000334

Amendment #5

Tendered: March 28, 2023

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
Signature: 
Title: _____
Date: 3/28/2023

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: _____
Signature: 
Date: 3/29/2023

COMMISSIONER OF ADMINISTRATION

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

Name: _____
Signature: 
Date: 3/29/2023

[Signature Page]

AMENDMENT NO. 6 TO MMCAP INFUSE CONTRACT NO. MMS2000334

THIS AMENDMENT NO. 6 ("**Amendment**") to MMS2000334 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 Contracted Items will be added to *Attachment A* of the Agreement:

Description	Manufacturer	Item # / Manufacturer Part #	Qty per SUOM	SUOM	Contract Pricing
SAFe-X Substance Analysis for Xylazine, Harm Reduction	PREMIER BIOTECH	MTS-OS-XYL-1000-25	25	CS	\$ 46.25
Xylazine Test Strips - Urine, Drugs of Abuse, Forensic Use Only	PREMIER BIOTECH	PDA-XYL-1000-FUO	25	CS	\$ 46.25
SAFe-X Substance Analysis for Xylazine, Harm Reduction	PREMIER BIOTECH	MTS-OS-XYL-500-2000	2,000	CS	\$ 3,700.00
SAFe-B Substance Analysis for Benzodiazepine, Harm Reduction	PREMIER BIOTECH	MTS-OS-BZO-300-2000	2,000	CS	\$ 1,100.00

[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: Matthew Michalik
Signature: *Matthew Michalik*
Title: cer
Date: 5/22/2023

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: James Babbitt
Signature: *James Babbitt*
Date: 5/22/2023

COMMISSIONER OF ADMINISTRATION

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

Name: Christina Fox
Signature: *Christina Fox*
Date: 5/23/2023

[Signature Page]

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 <i>SELF COLLECTED</i>	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

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

CONTRACT NUMBER
91727 04

PAGE 1 of 3	ORDER DATE 08/22/22
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, 2022 THROUGH JULY 31, 2023

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 Contract MMS 2000334

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Veterans Affairs for the period of August 1, 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.)

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. (8/1/22 sc)

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

DS
[Signature]

9/21/2022

DocuSigned by:
Vicki Collins 9/21/2022
4106A24A8E8446D...
BUYER

DocuSigned by:
Amara Block 9/21/2022
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MATERIEL ADMINISTRATOR

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
91727 04

PAGE 2 of 3	ORDER DATE 08/22/22
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	400.0000	EA	36.0000	14,400.00
2	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	400.0000	EA	49.0000	19,600.00
3	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING ON-SITE COLLECTION SITE FEE THIRD PARTY	400.0000	EA	46.0000	18,400.00
4	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	50.0000	EA	42.0000	2,100.00
5	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	50.0000	EA	54.0000	2,700.00
6	BAT TESTING AT DESIGNATED IN-NETWORK COLLECTION FACILITY	100.0000	EA	32.5000	3,250.00
7	BAT TESTING AT DESIGNATED OUT OF NETWORK COLLECTION FACILITY	100.0000	EA	43.5000	4,350.00
8	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
9	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
10	OTHER DRUG TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00
11	DRUG TEST PRODUCTS	1,500.0000	\$	1.0000	1,500.00
12	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
13	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

DS
nc

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE 3 of 3		ORDER DATE 08/22/22	
BUSINESS UNIT 9000		BUYER VICKI COLLINS (AS)	
VENDOR NUMBER: 2334176			

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

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

CONTRACT NUMBER
91727 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
14	BACKGROUND CHECKS/SCREENING REFERENCE ATTACHMENT A, EXHIBIT 1 FOR PRICING	10,000.0000	\$	1.0000	10,000.00
15	FULL PHYSICAL EXAM	20.0000	EA	595.0000	11,900.00
Total Order					107,200.00



DS
VC

BUYER INITIALS

AMENDMENT ONE
Contract Number 91727 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 91727 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 MMS2000334 Attachment A price list is hereby removed in its entirety and replaced with MMCAP Infuse MMS2000334 Attachment A price list Amendment 4, 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 13 through 15 are hereby added to the CONTRACT for the following products and services:

Line	Description	Unit of Measure	Unit Price	Extended Price
13	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
14	BACKGROUND CHECKS/SCREENING REFERENCE ATTACHMENT A, EXHIBIT 1 FOR PRICING	\$	1.000	10,000.00
15	FULL PHYSICAL EXAM	EA	595.0000	11,900.00

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

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

Name: Amara Block

Title: Materiel Administrator

Date: 9/21/2022

Contractor: Premier Biotech LLC

DocuSigned by:
By: Matthew Michalik
200BEE245500460...

Name: Matthew Michalik

Title: COO

Date: 8/20/2022

Nebraska Price List January 2022

Urine Drug Testing Panels DOT & Non-DOT: applya/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	\$ 36.00	\$ 49.00
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	\$ 28.00	NA
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	\$ 46.00	NA
4	Non-DOT MMS200334	7 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 38.00	\$ 48.00
5	Non-DOT MMS200334	7 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 48.00	NA
6	Non-DOT MMS200334	8 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 39.00	\$ 52.00
7	Non-DOT MMS200334	8 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 49.00	NA
8	Non-DOT MMS200334	8 Panel Non-DOT Drug Testing-Urine Testing cost per specimen <i>SELF COLLECTED</i>	Each	\$ 41.00	NA
9	Non-DOT MMS200334	9 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 40.00	\$ 53.00
10	Non-DOT MMS200334	9 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 50.00	NA
11	Non-DOT MMS200334	10 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 42.00	\$ 54.00
12	Non-DOT MMS200334	10 Panel Non-DOT Drug Testing-Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 52.00	NA
13	Non-DOT MMS200334	15 Panel Non-DOT Drug Testing- Urine Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$ 48.00	\$ 61.00
14	Non-DOT MMS200334	15 Panel Non-DOT Drug Testing- Urine Testing cost per specimen including collection at <i>on-site collect</i>	Each	\$ 58.00	NA
15	Non-DOT MMS200334	Add On - Extended Opiates and ETG CAP Lab Only	Each	\$ 4.00	\$ 4.00
16	DOT Contract MMS2000331 AND Non-DOT MMS200334	Re-analysis - (donor requested) at second laboratory	Each	\$ 175.00	\$ 175.00
17	DOT Contract MMS2000331 AND Non-DOT MMS200334	Telephone Testimony	Hour	\$ 103.00	\$ 103.00
18	DOT Contract MMS2000331 AND Non-DOT MMS200334	Court Testimony - Collector or record custodian called to appear in court by subpoena	Hour	\$ 450.00	\$ 450.00
19	DOT Contract MMS2000331 AND Non-DOT MMS200334	After Hours On-Site - Any collection performed outside normal business hours (8AM to 5PM)	Hour	\$ 175.00	\$ 175.00
20	DOT Contract MMS2000331 AND Non-DOT MMS200334	MRO Review - Review of all results, both positive and negative	Each	\$ 2.18	\$ 2.18
21	DOT Contract MMS2000331 AND Non-DOT MMS200334	MRO Review - Positive Only or POCT	Each	\$ 20.00	\$ 20.00
22	DOT Contract MMS2000331 AND Non-DOT MMS200334	Litigation Package: Lab	Each	\$ 325.00	\$ 325.00
23	DOT Contract MMS2000331 AND Non-DOT MMS200334	Litigation Package: MRO	Each	\$ 100.00	\$ 100.00
24	DOT Contract MMS2000331 AND Non-DOT MMS200334	Direct Observation: Mandatory urine collections	Each	\$ 25.00	\$ 25.00
25	DOT Contract MMS2000331 AND Non-DOT MMS200334	Refusals to Test: Donor refusal to test	Each	\$ 28.00	\$ 28.00
26	DOT Contract MMS2000331 AND Non-DOT MMS200334	Notary: Legal documents or records	Each	\$ 3.00	\$ 3.00

* 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: applya/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	DOT & Non-DOT Alcohol Testing: Testing price per breath test at <i>designated collection facility</i>	Each	\$32.50	\$43.50
2	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT & Non-DOT Alcohol Testing: Testing price per breath test at <i>on-site collect</i>	Each	\$42.50	\$53.50
3	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT & Non-DOT Alcohol Testing: Emergency on-site without advanced notice	Each	\$140.00	\$140.00

HAIR AND ORAL FLUID TESTING: applya/Premier Biotech					
ITEM #	APPLICABLE CONTRACTS	ITEM DESCRIPTION	UNIT OF MEASURE	IN-NETWORK RATE	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	\$46.80	\$60.80
2	Non-DOT MMS200334	10 Panel Hair Drug Screening -Testing for use, cost per specimen including collection at <i>designated collection facility</i>	Each	\$60.00	\$73.00
3	Non-DOT MMS200334	7 Panel HairGuard - Testing for exposure, cost per specimen including collection at <i>designated collection facility</i>	Each	\$72.00	\$85.00
4	Non-DOT MMS200334	10 Panel HairGuard - Testing for exposure, cost per specimen including collection at <i>designated collection facility</i>	Each	\$78.00	\$93.00
5	Non-DOT MMS200334	5 Panel Drug Screening-Oral- Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$39.80	\$52.80
6	Non-DOT MMS200334	7 Panel Drug Screening-Oral-Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$42.00	\$55.00
7	Non-DOT MMS200334	9 Panel Drug Screening-Oral-Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$44.20	\$57.20
8	Non-DOT MMS200334	10 Panel Drug screening-Oral-Testing cost per specimen including collection at <i>designated collection facility</i>	Each	\$46.70	\$59.40
9	Non-DOT MMS200334	D/L Isomer Separation - specific confirmation analysis for methamphetamine (hair only)	Each	\$76.00	\$76.00
10	Non-DOT MMS200334	Re-analysis - (donor requested) at second laboratory	Each	\$179.00	\$179.00
11	Non-DOT MMS200334	Court Testimony - Collector or record custodian called to appear in court by subpoena	Hour	\$60.00	\$60.00
12	Non-DOT MMS200334	After Hours On-Site - Any collection performed outside normal business hours (8AM to 5PM)	Hour	\$175.00	\$175.00
13	Non-DOT MMS200334	MRO Review - Review of all results, both positive and negative	Each	\$2.18	\$2.18
14	Non-DOT MMS200334	MRO Review - Positive Only	Each	\$18.00	\$18.00
15	Non-DOT MMS200334	Litigation Package: Lab	Each	\$325.00	\$325.00
16	Non-DOT MMS200334	Litigation Package: MRO	Each	\$100.00	\$100.00
17	Non-DOT MMS200334	Refusals to Test: Donor Refusal to test	Each	\$28.00	\$28.00
18	Non-DOT MMS200334	Notary: Legal documents or records	Each	\$3.00	\$3.00

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

Training				
ITEM #	APPLICABLE CONTRACTS	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	DOT Contract MMS2000331 AND Non-DOT MMS200334	Supervisor Training: Web-based	Per Student	\$20.00
2	DOT Contract MMS2000331 AND Non-DOT MMS200334	Employee Education: Web-based	Per Student	\$15.00
3	DOT Contract MMS2000331 AND Non-DOT MMS200334	Breath Alcohol Technician: Web-based	Per Student	\$150.00
4	DOT Contract MMS2000331 AND Non-DOT MMS200334	Specimen Collection: Web-based	Per Student	\$150.00
5	DOT Contract MMS2000331 AND Non-DOT MMS200334	General Trainings: Various Curriculums	Hour	\$125.00
6	DOT Contract MMS2000331 AND Non-DOT MMS200334	Training Packets: Printed Materials	Per Packet	\$15.00
7	DOT Contract MMS2000331 AND Non-DOT MMS200334	Supervisor Training: Instructor Led	Hour	\$125.00
8	DOT Contract MMS2000331 AND Non-DOT MMS200334	Employee Education: Instructor Led	Hour	\$125.00
9	DOT Contract MMS2000331 AND Non-DOT MMS200334	Breath Alcohol Technician: Instructor Led	Hour	\$125.00
10	DOT Contract MMS2000331 AND Non-DOT MMS200334	Specimen Collection: Instructor Led	Hour	\$125.00
11	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT MIS Training and Report Submission and Assistance	Hour	\$125.00
12	DOT Contract MMS2000331 AND Non-DOT MMS200334	DOT FTA Program Management Drug and Alcohol Training	Per Session	\$1,500.00

[illegible]

OUT OF NETWORK COLLECTION SITE 4.0.2.2											
Site Type	Name	Address 1	City	State	ZIP Code	Phone Number	Fax Number	Observed Collection	UDS Collections	Breath Alcohol Collection	Appointment Scheduling
THIRD	BROWN COUNTY HOSPITAL	945 E. ZERO	AINSWORTH	NE	69210	(402)387-2800	(402)387-2704	N	Y	Y	CALL FOR HOURS (Y)
THIRD	BOX BUTTE GENERAL HOSPITAL - ALLIANCE, NE (BOX BUTTE AVE)	2091 Box Butte Avenue	Alliance	NE	69301	(308)761-1400	(308)762-5481	N	Y	Y	CALL FOR HOURS (Y)
THIRD	DUNDY COUNTY HOSPITAL - EMPLOYEE HEALTH	1313 N. CHEYENNE	Benkelman	NE	69021	(308)423-2204	(308)423-2298	N	Y	N	CALL FOR HOURS (Y)
THIRD	MEMORIAL COMMUNITY HOSPITAL & HS OCCUPATIONAL HEALTH - BLAIR CLINIC	810 North 22nd Street	Blair	NE	68008	(402)426-4611	(402)426-1257	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	MORRILL COUNTY COMMUNITY HOSPITAL	1313 S Street	Bridgeport	NE	69336	(308)262-1616	(308)262-0862	N	Y	N	CALL FOR HOURS (Y)
THIRD	CHAIRON COMMUNITY HOSPITAL - LAB	2015 Chestnut Street	Chadron	NE	69317	(308)432-0073	(308)432-0447	N	Y	Y	CALL FOR HOURS (Y)
THIRD	FRANKLIN COUNTY MEMORIAL HOSPITAL	1400 Q Street	Franklin	NE	68939	(308)425-6221	(308)425-3164	N	Y	N	CALL FOR HOURS (Y)
THIRD	Fillmore County Hospital	1900 F Street	Geneva	NE	68631	(402)759-4568	(402)759-4482	N	Y	N	CALL FOR HOURS (Y)
THIRD	Fillmore County Hospital	1900 F Street	Geneva	NE	68361	(402)759-4568	(402)759-4482	N	Y	Y	CALL FOR HOURS (Y)
THIRD	GRAND ISLAND CLINIC - LAB	2444 W. FAIDLEY	Grand Island	NE	68803	(308)382-1100	(308)385-0780	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	TWIN RIVERS URGENT CARE - GRAND ISLAND, NE (N WEBB RD)	720 North Webb Road	Grand Island	NE	68803	(308)384-2500	(308)384-2565	N	Y	Y	CALL FOR HOURS (Y)
THIRD	AVERA SACRED HEART MEDICAL CLINIC	405 W. DARLENE ST P.O. BOX 937	Hartington	NE	68739	(402)254-3935	(402)254-2393	N	Y	Y	CALL FOR HOURS (Y)
THIRD	MURRAY NATURAL HEALTH CHIROPRACTIC	1994 W 2ND STREET	HASTINGS	NE	68901	(402)463-4257	(402)463-4259	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	KIMBALL HEALTH SERVICES - KIMBALL, NE (S BURG ST)	505 S Burg St	Kimball	NE	69145	(308)235-1959	(308)235-1969	N	Y	Y	CALL FOR HOURS (Y)
THIRD	LEXINGTON REGIONAL HEALTH CENTER	1201 N Erie St	Lexington	NE	68850	(308)324-8592	(308)324-8313	N	Y	Y	CALL FOR HOURS (Y)
THIRD	CHI HEALTH COMPANY CARE - LINCOLN, NE (N 26TH ST)	5000 N 26th St	Lincoln	NE	68521	(402)745-6656	(402)742-8419	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	QUALITY URGENT CARE - MCCOOK, NE (BISON HOLIDAY DR)	3 Bison Holiday Drive	McCook	NE	69001	(308)345-7036	(308)345-7039	N	Y	Y	CALL FOR HOURS (Y)
THIRD	MIDLANDS TOXICOLOGY	316 West 9th Street	McCook	NE	69001	(308)345-3303	(308)345-3363	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	MIDLANDS FAMILY/OCCUPATIONAL MEDICINE	611 W Francis St	North Platte	NE	69101	(308)534-2532	(308)534-6615	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	GREAT PLAINS URGENT CARE - NORTH PLATTE, NE (W LEOTA ST)	220 W Leota St	North Platte	NE	69101	(308)534-2900	(308)534-2903	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	AVERA ST ANTHONY'S HOSPITAL LABORATORY - O'NEILL, NE (N 2ND ST)	300 North 2nd Street	O'Neill	NE	68763	(402)336-5109	(402)336-5169	N	Y	Y	CALL FOR HOURS (Y)
THIRD	VALLEY COUNTY HEALTH SERVICES - ORD, NE (L ST)	200 L Street	Ord	NE	68862	(308)728-4318	(308)728-3412	N	Y	Y	CALL FOR HOURS (Y)
THIRD	GARDEN COUNTY HOSPITAL	1100 West 2nd Street	Oshkosh	NE	69154	(308)772-3283	(308)772-3071	N	Y	Y	CALL FOR HOURS (Y)
THIRD	WEBSTER COUNTY COMMUNITY HOSPITAL	621 North Franklin Street	Red Cloud	NE	68970	(402)746-5602	(402)746-5649	N	Y	N	CALL FOR HOURS (Y)
THIRD	QUICKCARE MEDICAL SERVICES - SCOTTSBLUFF, NE (AVE B)	3210 Avenue B	Scottsbluff	NE	69361	(308)630-0800	(308)630-0842	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	WESTERN PATHOLOGY CONSULTANTS (WPC) - SCOTTSBLUFF, NE (BROADWAY)	1124 Broadway	Scottsbluff	NE	69361	(308)632-7411	(308)632-6727	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	SIDNEY REGIONAL MEDICAL CENTER	1000 Pole Creek Crossing	Sidney	NE	69162	(308)254-5825	(308)254-6304	Y	Y	Y	CALL FOR HOURS (Y)
THIRD	BRDOSTONE MEMORIAL HOSPITAL	520 East 10th Street	Superior	NE	68978	(402)879-4432	(402)879-3647	Y	Y	N	CALL FOR HOURS (Y)

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
91727 04

PAGE 1 of 2	ORDER DATE 08/01/22
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 Contract MMS 2000334

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Veterans Affairs for the period of August 1, 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

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (8/1/22 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	400.0000	EA	36.0000	14,400.00

DS
CK

8/2/2022

DocuSigned by:

Vicki Collins 8/2/2022

BUYER

DocuSigned by:

Amara Block 8/3/2022

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

Telephone: (402) 471-6500
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PAGE 2 of 2	ORDER DATE 08/01/22
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	

CONTRACT NUMBER
91727 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	400.0000	EA	49.0000	19,600.00
3	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING ON-SITE COLLECTION SITE FEE THIRD PARTY	400.0000	EA	46.0000	18,400.00
4	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	50.0000	EA	42.0000	2,100.00
5	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	50.0000	EA	54.0000	2,700.00
6	BAT TESTING AT DESIGNATED IN-NETWORK COLLECTION FACILITY	100.0000	EA	32.5000	3,250.00
7	BAT TESTING AT DESIGNATED OUT OF NETWORK COLLECTION FACILITY	100.0000	EA	43.5000	4,350.00
8	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
9	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
10	OTHER DRUG TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00
11	DRUG TEST PRODUCTS	1,500.0000	\$	1.0000	1,500.00
12	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
Total Order					75,300.00

DS
VC
BUYER INITIALS

AMENDMENT NO. 1 TO MMCAP INFUSE CONTRACT NO. MMS2000334

THIS AMENDMENT NO. 1 ("**Amendment**") to MMS2000334 ("**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 the 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: *Attachment A* of the Agreement will be removed and replaced with a new *Attachment A: Pricing*, which is attached and incorporated as Exhibit 1 of this Amendment.

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: _____

Signature: _____

Title: _____

Date: _____

Matt Michalik

[Signature]

COO

5/21/2021

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: _____

Signature: _____

Date: _____

James Babbitt

DocuSigned by:

James Babbitt

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5/25/2021

COMMISSIONER OF ADMINISTRATION

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

Name: _____

Signature: _____

Date: _____

Robbin J Tschida

DocuSigned by:

Robbin J Tschida

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5/25/2021

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Amendment #1
Exhibit 1

Attachment A: Pricing

Non-DOT Program, Lab-Based, Self Specimen Collection										
Matrice	Item Description	Unit of Measure	Item ID	Please List (do not price) Below, All Factors Affecting Pricing On The Panels	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)		
Urine	<u>Urine Standard Drug Testing Panels</u>					N/A	N/A	N/A		
	The following drugs can be combined to create the drug panels below: Amphetamine, Barbiturates, Benzodiazepine, Buprenorphine, Cannabinoid (THC), Cocaine, EDDP, Methadone, Methamphetamine, Opiates, Oxycodone, Phencyclidine, Propoxyphene. All tests include Specimen Validity Testing: Specific Gravity, pH, Oxidants, Creatinine									
	1 - 4 Panel Screen	Each	Varies	<i>Certified laboratory analysis</i> <i>Standard shipping fees to laboratory</i> <i>Collection Supplies</i> <i>Data Storage of results</i> <i>User access to our proprietary result portal</i>	\$6.75					
	5 Panel Screen	Each	Varies		\$7.05					
	6 Panel Screen	Each	Varies		\$7.35					
	7 Panel Screen	Each	Varies		\$7.65					
	8 Panel Screen	Each	Varies		\$7.95					
	9 Panel Screen	Each	Varies		\$8.25					
	10 Panel Screen	Each	Varies		\$8.55					
	11 Panel Screen	Each	Varies		\$8.85					
	12 Panel Screen	Each	Varies		\$9.15					
	13 Panel Screen	Each	Varies		\$9.45					
	LC-MS/MS Confirmation of Positive Screen - Standard Drugs	Each	Varies		LC-MS/MS Confirmation	\$15.00				
	<u>Specialty Add-On Drug Testing Screens</u>									
	Specialty Drugs below may be added to the Standard set of drugs listed above. The price below would be added to the selected panel above.									
	Add-On: 6-AM(heroin), Carisoprodol, Ecstasy, EtG, Fentanyl, Methaqui	Each	Varies		\$1.50					
	Add-On: Gabapentin				\$8.00					
	Specialty Drug: Peth	Each	Varies		\$168.00					
	Specialty Drug: Propofol	Each	Varies		\$178.00					
	Specialty Drug: EtG Single Panel	Each	Varies		\$52.00					
	Specialty Drug Rehab Monitoring 15 Panel	Each	Varies		\$78.00					
	Specialty Drug Rehab Monitoring 7 Panel plus oxy	Each	Varies		\$45.00					
	<u>Straight to Confirmation Testing</u>									
	LC-MS/MS Urine Confirmation per Drug	Each	Varies	<i>Certified laboratory analysis</i> <i>LC-MS/MS confirmation</i> <i>Standard shipping fees to laboratory</i> <i>Collection Supplies</i> <i>Data Storage of results</i> <i>User access to our proprietary result portal</i>	\$19.95					
	Expanded K2 Screen (LC-MS/MS)	Each	Varies		\$29.00					
	Expanded K2 Confirm (LC-MS/MS)	Each	Varies		\$34.00					
	Expanded K2/Kratom/Bath Salts Screen + Auto Confirm	Each	Varies		\$58.00					
	Bath Salts LC-MS/MS Confirm	Each	Varies		\$34.00					
	Designer Opiate LC-MS/MS Confirm	Each	Varies		\$34.00					
	Kratom LC-MS/MS Confirm	Each	Varies		\$39.00					
	D/L Methamphetamine Separation (Methamphetamine Positives)	Each	Varies		\$80.00					
	LC-MS/MS Confirmation Drug test def 1-7 classes (Urine)	Each	Varies		\$110.00					
	LC-MS/MS Confirmation Drug test def 8-14 classes (Urine)	Each	Varies		\$140.00					
	LC-MS/MS Confirmation Drug test def 15-21 classes (Urine)	Each	Varies		\$170.00					
	LC-MS/MS Confirmation Drug test def 22+ classes (Urine)	Each	Varies							
	<u>Oral Fluid Standard Drug Testing Panels</u>					N/A	N/A	N/A		
	The following drugs can be combined to create the drug panels below: Amphetamine, Barbiturates, Benzodiazepine, Buprenorphine, Cannabinoid (THC), Cocaine, Methadone, Methamphetamine, Opiates, Oxycodone, Phencyclidine.									

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Non-DOT Program, Lab-Based, Self Specimen Collection								
Matrice	Item Description	Unit of Measure	Item ID	Please List (do not price) Below, All Factors Affecting Pricing On The Panels	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
				Accurate as of July 18, 2022 Current version See MMCAP Contracts/Default.aspx				
	11 Panel	Each	Varies		\$135.00			
	12 Panel	Each	Varies		\$165.00			
	13 Panel	Each	Varies		\$205.00			
	14 Panel	Each	Varies		\$255.00			
Shipping	Overnight Shipping using Fed-Ex is included in the prices above provided that there are ten (10) samples per Laboratory Bag. If there are fewer than ten (10) samples per Laboratory Package, additional shipping charges will apply. Shipping Charges not to exceed \$12 per Laboratory							
Urine and Oral Fluid Bundled Pricing	Available upon request. Pricing based upon volume and positivity rates.							
Other	Premier Biotech is committed to adding additional products/services and will update additional panels as needed by MMCAP Agencies. Please reach out to Premier Biotech to facilitate additional testing needs.							

Non-DOT Program, Lab-Based, All-Inclusive with Specimen Collection Services and Auto-Confirmation								
Matrice	Item Description	Unit of Measure	Item ID	Please List (do not price) Below, All Factors Affecting Pricing On The Panels	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
Breath	Alcohol	Each		Breath Testing fee (per test administered) Random Program Administration (if applicable) Imaging, indexing, and storage of Custody Control Form User access to our proprietary result portal Data Storage of results	\$55.00	NA	NA	NA
Urine	5 Panel	Each	Varies	Urine Collection fee (variable network fees apply)	\$53.00			
	6 Panel	Each	Varies	Certified laboratory analysis	\$54.00			
	7 Panel	Each	Varies	GC/LCMS/MS confirmation	\$55.00			
	8 Panel	Each	Varies	Random Program Administration (if applicable)	\$56.00			
	9 Panel	Each	Varies	Standard shipping fees to laboratory	\$57.00			
	10 Panel	Each	Varies	Collection Supplies	\$60.00			
	11 Panel	Each	Varies	Data Storage of results	\$62.00			
	12 Panel	Each	Varies	User access to our proprietary result portal	\$64.00			
	13 Panel	Each	Varies		\$66.00			
	14 Panel	Each	Varies		\$68.00			
	MedPro 15 Panel - MROCollection performed at Preferred Provider	Each	Varies		\$85.00			
	MedPro 15 Panel - MRO Collection performed at Third Party Provider	Each	Varies		\$135.00			
	MedPro 16 Panel - MRO Collection performed at Preferred Provider	Each	Varies		\$105.00			
	MedPro 16 Panel - MRO Collection performed at Third Party Provider	Each	Varies	GC/MS confirm & MRO Collection	\$155.00			

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Non-DOT Program, Lab-Based, Self Specimen Collection								
Matrice	Item Description	Unit of Measure	Item ID	Please List (do not price) Below, All Factors Affecting Pricing On The Panels	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
Hair	Urine EIG/EIS drug screen - MRO	Each	Varies	<small>Effective as of July 18, 2022 The most current version http://www.mmsd.adm.net/contracts/contracts/Default.aspx</small>	\$42.50			
	Collection performed at Preferred Provider				\$55.50			
	Urine EIG/EIS drug screen - MRO	Each	Varies		\$60.00			
	Collection performed at Third Party Provider				\$71.00			
	Program administration, notification, tracking and reporting, merchant s	Each	Varies		\$75.00			
	5 Panel	Each	Varies	Hair Collection fee (variable network fees apply)	\$79.00			
	6 Panel	Each	Varies	Certified laboratory analysis	\$99.00			
	7 Panel	Each	Varies	GC/LC/MS/MS confirmation	\$109.00			
	7 Panel Exposure	Each	Varies	Random Program Administration (if applicable)	\$119.00			
	7 Panel Exposure + Fentanyl	Each	Varies	Standard shipping fees to laboratory	\$83.00			
	7 Panel Exposure + Extended Opiates	Each	Varies	Collection Supplies	\$87.00			
	8 Panel	Each	Varies	Data Storage of results	\$91.00			
	9 Panel	Each	Varies	User access to our proprietary result portal	\$119.00			
	10 Panel	Each	Varies		\$139.00			
	10 Panel Exposure	Each	Varies		\$129.00			
	10 Panel Exposure + Fentanyl	Each	Varies		\$155.00			
	10 Panel Exposure + Extended Opiates	Each	Varies		\$185.00			
	11 Panel	Each	Varies		\$225.00			
	12 Panel	Each	Varies		\$275.00			
Oral	5 Panel	Each	Varies	Oral fluid Collection fee (variable network fees apply)	\$57.00			
	6 Panel	Each	Varies	Certified laboratory analysis	\$58.00			
	7 Panel	Each	Varies	GC/LC/MS/MS confirmation	\$59.00			
	8 Panel	Each	Varies	Random Program Administration (if applicable)	\$61.00			
	9 Panel	Each	Varies	Standard shipping fees to laboratory	\$62.00			
	10 Panel	Each	Varies	Collection Supplies	\$65.00			
	11 Panel	Each	Varies	Data Storage of results	\$74.00			
	12 Panel	Each	Varies	User access to our proprietary result portal	\$83.00			
	13 Panel	Each	Varies		\$92.00			
	14 Panel	Each	Varies		\$92.00			
	Oral Fluid Collection Device	Each	Varies		\$3.00			

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Services Pricing							
Vendor may incorporate additional Services during the term of the Contract through the process of amendment.							
Line Number	Description	Item ID	Pricing Method	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
1	MRO Services <i>Medical Review Officer (MRO) Services - The Medical Review Officer(s) will meet all qualifications set forth in the Regulations. The MRO(s) is completely independent of the laboratory to ensure that there is no conflict of interest and is performed under all DOT drug testing scenarios. The MRO(s) will 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.</i>	Varies	Per Test	\$2.85	NA	NA	NA
	Regulatory Policy Review <i>Premier will thoroughly review your existing policy to ensure the policy meets your goals and contains the necessary components of a compliant policy.</i>	Varies	Per Hour	\$125.00			
3	Legal Consultation <i>Legal consultation is provided at an agency's request for reasons such as legal challenges to test results, regulatory questions, etc.</i>	Varies	Per Hour	\$400.00			
4	Technical Expert Testimony (MRO, Toxicology, BAT, other staff) <i>Premier will ensure that any laboratory selected to perform analysis of specimens maintains, at least one qualified forensic toxicologist available to provide complete litigation assistance (including a standard litigation package and expert witness testimony (video) should the testing procedures be legally challenged). Legal consultation is provided at an agency's request.</i>	Varies	Per Hour	\$200.00			
5	Litigation Assistance <i>We can prepare a comprehensive litigation package as needed.</i>	Varies	Per Hour	\$400.00			
6	Reasonable Suspicion Training <i>We will ensure that any laboratory selected to perform analysis of specimens maintains, at least one qualified forensic toxicologist available to provide complete litigation assistance (including a standard litigation package and expert witness testimony (video) should the testing procedures be legally challenged). Legal consultation is provided at an agency's request.</i>	Varies	Per Student	\$20.00			
	Mock Audits						

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7	Premier performs mock audits for multiple reasons. Collection site audits are performed directly by Premier and can be completed with scheduled notice. Audit results can be presented to agencies with details of necessary improvements or passing notes. For more complete DOT program evaluation, Premier will refer to a qualified partner, Compliance Systems LLC, a group that specializes in regulatory compliance. Compliance Systems utilizes the same compliance checking methods and software technology that is used by the USDOT.	Varies	Per Hour	\$100.00
8	SAP We partner with American Substance Abuse Professionals® (ASAP), a leading provider of nationwide Substance Abuse Professional (SAP) referral and compliance services, to provide SAP services to Premier client companies. With over 12 years' experience and a reputation for excellence, ASAP is committed to upholding public safety by providing comprehensive services according to current DOT 49 CFR Part 40 guidelines for SAP referral and compliance services. ASAP maintains updated files on all qualified network SAPs with copies of the appropriate licensure, resume and application documenting provider experience in the field, qualification training and CEUs.	Varies	Per Referral	\$550.00/Referral
9	EAP Education materials required under 49CFR Part 40.303 as related to compliance with applicable requirements established between the Substance Abuse Professional and the employer.	Varies	Per Packet	\$25.00/Packet
	Background Checks/Screening 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.	Varies	Each	See Schedule Below
	Ala Carte Searches (Fees will be passed thru)			
	Address History Trace/SSN Validation	Varies	Each	\$1.25
	Civil Suits and Judgements (State)	Varies	Each	\$12.25
	County Criminal Search	Varies	Each	\$7.00
	Credit Report	Varies	Each	\$7.25
	Education Verification	Varies	Each	\$12.25
	Employment Verification	Varies	Each	\$12.25
	E-Verify	Varies	Each	\$2.85
	Fraud & Abuse Control Information Systems Search	Varies	Each	\$6.20
	Federal District Criminal Records Check	Varies	Each	\$7.00
	Federal Civil Suits and Judgements	Varies	Each	\$7.00
	Government Watchlist Search	Varies	Each	\$3.00
	License/Credentialing Verification	Varies	Each	\$12.25
	MVR / Driving Records	Varies	Each	\$3.00

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National Practitioners Database (NPDB)	Varies	Each	\$3.00
Nationwide Sex Offender Registry Search	Varies	Each	\$3.00
OIG/GSA Excluded Parties Search	Varies	Each	\$3.00
Professional References	Varies	Each	\$12.25
Security Watch List (OFAC)	Varies	Each	\$3.00
South Carolina Commission on Lawyer Conduct	Varies	Each	\$12.25
Statewide Civil Search	Varies	Each	\$12.25
Statewide Criminal Search	Varies	Each	\$7.00
Statewide Sex Offender Search	Varies	Each	\$3.00
US Criminal History Search (National)	Varies	Each	\$5.75
The most current version http://www.mmsd.admnet.com/usa/MMS2000ContractDefault.aspx			
Student Package 1 Merchant (Includes fees excluding NY State)		Each	\$ 26.30
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)		Each	\$ 31.50
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)		Each	\$ 40.00
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)		Each	\$ 19.90
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)		Each	\$ 25.20

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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)		Each	\$ 31.50
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		
Motor Vehicle Report	Varies		
National Sex Offender Registry	Varies		
Patriot Act Compliance Watchlist	Varies		
Package 1 + Federal + Employment Verification (excluding fees – passed through)		Each	\$ 43.20
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)		Each	\$ 43.20
Social Security Number Verification	Varies		
Address History Report	Varies		
US Criminal History Report	Varies		
7 Year-County Criminal Search (includes previous counties of residence, outside	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)		Each	\$ 56.90
Social Security Number Verification	Varies		
Address History Report	Varies		
US Criminal History Report	Varies		
7 Year-County Criminal Search (includes previous counties of residence, outside	Varies		
7 Year Employment Verification	Varies		
Education Verification-Highest Degree	Varies		
Federal Criminal History	Varies		

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	National Sex Offender Registry	Varies		
	Patriot Act Compliance Watchlist	Varies		
	Package 1 (excluding fees – passed through)		Each	\$ 11.50
	Social Security Number Verification	Varies		
	Address History Report	Varies		
	US Criminal History Report	Varies		
11	HIPPA Secure Records Control			
	Security management processes established to safeguard records and ensure HIPPA compliance.	Varies	Per Record	\$2.00
12	Correctional System Treatment and Counseling	Varies	Per Hour	\$495.00
	Consulting Services	Varies		
13	Data Access			
	Applies for records retrieval after contracted services are mutually terminated between both parties. Data files are accessible for 60 days after termination of services, fees will apply after 60 day period expires.	Varies	Per Record	\$2.00
14	Clinical (In-Network) - *Ceiling	Varies	Each	See Schedule Below
	Provide details if necessary:			
	Basic Physical	Varies	Each	\$ 117.00
	Fit For Duty Exam:	Varies	Each	\$ 151.00
	MD Review	Varies	Each	\$ 83.40
	Snellen Vision	Varies	Each	\$ 45.00
	Training			
	Supervisor Training: Web-based	Varies	Per Student	\$ 20.00
	Employee Education: Web-based	Varies	Per Student	\$ 15.00
	Breath Alcohol Technician: Web-based	Varies	Per Student	\$ 150.00
	Specimen Collection: Web-based	Varies	Per Student	\$ 150.00
	General Trainings: Various Curriculums	Varies	Hour	\$ 125.00
	Training Packets: Printed Materials	Varies	Per Packet	\$ 15.00
	Supervisor Training: Instructor Led	Varies	Hour	\$ 125.00
	Employee Education: Instructor Led	Varies	Hour	\$ 125.00
	Breath Alcohol Technician: Instructor Led	Varies	Hour	\$ 125.00
	Specimen Collection: Instructor Led	Varies	Hour	\$ 125.00
	Additional Services:			
	Merchant Fee:	Varies	Web Transaction	\$ 6.00
	Credentialing Case Management:	Varies	Subscriber per annum	\$ 25.00
	Rehabilitation Monitoring Fee	Varies	Subscriber per annum	\$ 60.00
	Collection Only: Sample collection only	Varies	Each	\$ 35.00
	Shipping Fees: Overnight and rush orders	Varies	Per Order	\$ 40.00
	Refusals to Test: Donor refusal to test	Varies	Each	\$ 28.00
	Confirmation Add-on: Agency positive rate above 8%	Varies	Each	\$ 25.00
	Direct Observation: Mandatory urine collections	Varies	Each	\$ 25.00
	Re-analysis - (donor requested) at second laboratory	Varies	Each	\$ 225.00
	Court Testimony - Collector or record custodian called to appear in court by subpoena	Varies	Hour	\$ 125.00

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After Hours On-Site: Any collection performed outside normal business hours (8AM to 5PM) - Scheduled 24hrs advance	Varies	Hour	\$	100.00
After Hours On-Site: Any collection performed outside normal business hours (8AM to 5PM) - Unscheduled	Varies	Hour	\$	175.00
Mileage Rate - At current federal rate	Varies	Mile	Federal rate	
Instant Testing/POCT Deposit: Sent to Collection Site	Varies	Per Device	\$	5.00
Custody Control Forms: Custom Print/Instant Testing	Varies	Per Form	\$	0.75
Data Entry Fee: Administrative/storage/reporting	Varies	Per Test	\$	5.00
Document Management Fee	Varies	Per Document	\$	5.00
Notary: Legal documents or records	Varies	Per Document	\$	3.00
MRO Review - Review of all results, both positive and negative	Varies	Each	\$	2.85
MRO Review - Positive Only or POCT	Varies	Each	\$	35.00
Litigation Package: MRO	Varies	Each	\$	100.00
Litigation Package: Lab	Varies	Each	\$	325.00

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Products Pricing							
Line Number	Description	Item ID	Unit of Measure	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
Per Row	Alcohol Testing Products				NA	NA	NA
	QED Saliva Alcohol Test DOT	Varies	Each	\$12.00			
	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 Testing Products				NA	NA	NA
	Premier Bio-Cups						
	Premier Bio-Cup 4 Panel	Varies	Each	\$2.25			
	Premier Bio-Cup 5 Panel	Varies	Each	\$2.50			
	Premier Bio-Cup 6 Panel	Varies	Each	\$2.75			
	Premier Bio-Cup 7 Panel	Varies	Each	\$3.00			
	Premier Bio-Cup 8 Panel	Varies	Each	\$3.25			
	Premier Bio-Cup 9 Panel	Varies	Each	\$3.50			
	Premier Bio-Cup10 Panel	Varies	Each	\$3.75			
	Premier Bio-Cup 11 Panel	Varies	Each	\$4.00			
	Premier Bio-Cup 12 Panel	Varies	Each	\$4.25			
	Premier Bio-Cup 13 Panel	Varies	Each	\$4.50			
	Premier Bio-Cup 14 Panel	Varies	Each	\$4.75			
	Speciality Strips (Multi-Panel Cup Add-ons)						
	Add K2 Strip	Varies	Each	\$0.50			
	Add Alcohol Strip	Varies	Each	\$0.75			
	Add 3 panel adulterant	Varies	Each	\$0.30			
	add FYL and TRM	Varies	Each	\$0.50			
	add EtG, GAB,K2, K3 (AB Pinaca)	Varies	Each	\$2.00			
	Add SVT	Varies	Each	\$0.30			
	Add 2x3	Varies	Each	\$0.60			
	Premier Bio-Dips						
	Premier Biotech Single Dip Cassette	Varies	Each	\$0.45			
	Premier Bio-Dip Dip 2	Varies	Each	\$0.85			
	Premier Bio-Dip Dip 3	Varies	Each	\$1.05			
	Premier Bio-Dip Dip 4	Varies	Each	\$1.25			
	Premier Bio-Dip Dip 5	Varies	Each	\$1.45			
	Premier Bio-Dip Dip 6	Varies	Each	\$1.65			
	Premier Bio-Dip Dip 7	Varies	Each	\$1.85			
	Premier Bio-Dip Dip 8	Varies	Each	\$2.05			
	Premier Bio-Dip Dip 9	Varies	Each	\$2.25			
	Premier Bio-Dip Dip 10	Varies	Each	\$2.45			
	Premier Bio-Dip Dip 11	Varies	Each	\$2.65			
	Premier Bio-Dip Dip 12	Varies	Each	\$2.85			

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Speciality Singel Dips: GAB, EtG, K2, K3	Varies	Each	\$4.00			
Speciality Strips (Multi-Panel Dip Add-ons)						
Add K2 Strip	Varies	Each	\$0.50			
Add Alcohol Strip	Varies	Each	\$0.75			
Add 3 panel adulterant	Varies	Each	\$0.30			
add FYL and TRM	Varies	Each	\$0.50			
add EtG, GAB, K3 (AB Pinaca)	Varies	Each	\$2.00			
Add SVT	Varies	Each	\$0.30			
Add 2x3	Varies	Each	\$0.60			
Oral Fluid Testing Products						
OralTox 5	Varies	Each	\$5.00	NA	NA	NA
OralTox 6	Varies	Each	\$5.50			
OralTox 7	Varies	Each	\$6.00			
OralTox 8	Varies	Each	\$6.50			
OralTox 9	Varies	Each	\$7.00			
OralTox 10	Varies	Each	\$7.50			
Additional Technologies				NA	NA	NA
O-Scan or U-Scan Reader App	Varies	Each	\$2.00/Read			
Hair Testing Products						
Infectious Diseases						
OraQuick HCV, 25 count	1001-0181	Each	\$18.80			
OraQuick HCV, 100 count	1001-0080	Each	\$18.80			
OraQuick HCV, Controls	1001-0182	Each	\$30.00			
OraQuick HIV, 25 count	1001-0079	Each	\$11.30			
OraQuick HIV, 100 count	1001-0078	Each	\$11.30			
OraQuick HIV, OTC	1001-0374	Each	\$30.00			
OraQuick HIV, Controls	1001-0077	Each	\$25.00			
QuickFlu	1001-0320	Each	\$11.30			
Presumptive Drug Analysis (field test for drug solids)						
PIK Test Kit - Cocaine/crack	PIK-COC-10	10/Pack	\$30.00			
PIK Test Kit - Methamphetamine/ICE	PIK-MAX-10	10/Pack	\$30.00			
PIK Test Kit - Amphetamine (Adderall), Phentermine (Adipex)	PIK-AMP-10	10/Pack	\$30.00			
PIK Test Kit - Fentanyl (Durogesic)	PIK-FYL-10	10/Pack	\$30.00			
PIK Test Kit - Heroin, morphine, codeine, hydrocodone, hydromorphone	PIK-OPI-10	10/Pack	\$30.00			
PIK Test Kit - Heroin, morphine, codeine, hydrocodone, oxycodone, buprenorphine	PIK-HOB-10*	10/Pack	\$30.00			
PIK Test Kit - JWH-based compounds (018, 073)	PIK-K20-10	10/Pack	\$30.00			
PIK Test Kit - Alprazolam (Xanax), Diazepam (Valium), Clonazepam (Klonopin), Flunitrazepam (Rohypnol)	PIK-BZO-10	10/Pack	\$30.00			
PIK Test Kit - Marijuana, Hashish, THC oil	PIK-THC-10	10/Pack	\$30.00			
PIK Test Kit - K2	PIK-K20-10	10/Pack	\$30.00			
PIK Test Kit - K3	PIK-K30-10	10/Pack	\$30.00			
PIK Test Kit - Buprenorphine (Subutex, Suboxone)	PIK-BUP-10	10/Pack	\$30.00			
Narcotics Analysis reagent kit	NAR100	Each	\$119.50			
Mayers Reagent for narcotic alkaloids	NAR10001	Each	\$1.15			
Marquis Reagent for opium alkaloids	NAR10002	Each	\$1.15			
Nitric Acid Reagent for heroin, morphine	NAR10003	Each	\$1.15			

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Cobalt-Thiocyanate Reagent for cocaine, crack	NAR10004	Each	\$1.15
Dille-Kopany Reagent for barbiturates	NAR10005	Each	\$1.15
Mandelin Reagent for amphetamines	NAR10006	Each	\$1.15
Ehrlich's Reagent for hallucinogens	NAR10007	Each	\$1.15
Duquenois Reagent for marijuana, hashish, TMC	NAR10008	Each	\$1.15
NDB Reagent for marijuana, hashish, THC	NAR10009	Each	\$1.15
Poly Bags	NAR10010	Each	\$0.25
Acid Neutralizer NARK	NAR10011	Each	\$5.00
Polyethylene case	NAR10012	Each	\$12.00
Modified Cobalt-Thiocyanate Reagent for cocaine freebase crack	NAR10013	Each	\$1.15
PCP	NAR10014	Each	\$1.15
Methamphetamine	NAR10015	Each	\$1.15
Mecke's (modified)	NAR10016	Each	\$1.15
Talwin (Pentazocine)	NAR10018	Each	\$1.15
Ephedrine	NAR10019	Each	\$1.15
Nark Color Chart 5 x 7	NAR10020	Each	\$6.75
Special Opiates	NAR10022	Each	\$1.15
MDVP Reagent	NAR10024	Each	\$1.15
Mephedron Reagent	NAR10025	Each	\$1.15
GHB Reagent	NAR10028	Each	\$2.30
PCP, Methaqualone	NAR10029	Each	\$1.15
Psilocybin/Psilocin	NAR10030	Each	\$1.15
12 Pak Notebook Kit	NARK12PAK	Each	\$44.95
Marquis Reagent - General Screening	NARK2001	Each	\$1.45
Special Opiates - Synthetic Opiates	NARK20010	Each	\$1.85
Mecke's Reagent - All Heroin	NARK20011	Each	\$1.85
Talwin/Pentazocine	NARK20012	Each	\$1.85
Ephedrine/Pseudoephedrine	NARK20013	Each	\$1.85
Vallium/ Rohypno I	NARK20014	Each	\$1.85
Sodium Nitroprusside - Meth/MOMA	NARK20015	Each	\$1.85
Progressive Identification Card	NARK20016	Each	\$2.75
ID Wall Chart	NARK20017	Each	\$6.75
Drug Field Test Results Log	NARK20018	Each	\$0.60
Mayers Reagent - General Screening	NARK20019	Each	\$1.45
Nitric Acid - Diff Heroin/Morphine	NARK2002	Each	\$1.45
KN Reagent - Marijuana (seeds/green plant) NDB Fast Blue B Salt	NARK20020	Each	\$1.85
GHB Reagent	NARK20021	Each	\$3.75
Mandelin Reagent - General Screening	NARK20022	Each	\$1.45
Synthetic Cannabino ids (indole formulas) -V	NARK20023	Each	\$1.85
MDPV Reagent (Bath Salts)	NARK20024	Each	\$1.85
Mephedrone eagent (Bath Salts)	NARK20025	Each	\$1.85
A-PVP (Bath Salts)	NARK20026	Each	\$1.85
2C Reagent (N-BOMe) - V	NARK20029	Each	\$1.85
Barbiturates Dille Koppanyl	NARK2003	Each	\$1.85
Psilocybin Reagent	NARK20030	Each	\$1.85
Liebermann Reagent - General Screening	NARK20031	Each	\$1.45
Mollies Reagent	NARK20032	Each	\$1.45
04-LSD	NARK2004	Each	\$1.85

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05-Duquenois-Levine - Marijuana	NARK2005	Each	\$1.85		
Acid Neutralizer NARKII	NARK2006	Each	\$5.00		
NARKII Sixty Pack Kit	NARK20060	Each	\$144.95		
Scott Reagent Modified (Cocaine)	NARK2007	Each	\$1.85		
Methadone	NARK2008	Each	\$1.85		
PCP/Methaqua Ione	NARK2009	Each	\$1.85		
Narcotics Analysis Belt Kit	NARK200BK	Each	\$19.95		
NARKII Customs Kit	NARK200CD	Each	\$129.95		
NARKII International Kit	NARK200IK	Each	\$275.00		
NARKII Meg Kit	NARK200MEG	Each	\$129.95		
NARKII Master Kit	NARK200MK	Each	\$275.00		
NARKII Mollies Kit	NARK200MLE	Each	\$129.95		
Acid Neutra lizer	NARK200N	Each	\$9.50		
Port-A-Kit	NARK200PK	Each	\$39.00		
Synthetic master kit	NARK200SYN	Each	\$275.00		
Patrol Kit	NARK200VC	Each	\$29.50		
24-PAK notebook Kit	NARK24PAK	Each	\$79.95		
Example Product SKUs for "Varies"					
OralTox 5 Panel	OT80504	NA	\$5.00		
Premier Bio-Cup 5 Panel	PCA-5P-HC	NA	\$2.50		

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>
AMENDMENT NO. 2 TO MMCAP INFUSE CONTRACT NO. MMS2000334

THIS AMENDMENT NO. 2 ("**Amendment**") to MMS2000334 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.

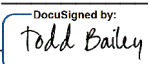
Modifications:

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

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

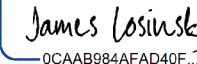
VENDOR: Premier Biotech, Inc.

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: 
DocuSigned by: Todd Bailey
B855A5631C7F4AB...
 Title: CEO
 Date: 1/4/2022

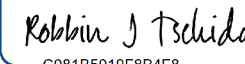
STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: James Losinski
 Signature: 
DocuSigned by: James Losinski
0CAAB984AFAD40F...
 Date: 1/5/2022

COMMISSIONER OF ADMINISTRATION

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

Name: Robbin J Tschida
 Signature: 
DocuSigned by: Robbin J Tschida
C081B5019F8B4F8...
 Date: 1/5/2022

AMENDMENT NO. 1 TO MMCAP INFUSE CONTRACT NO. MMS2000334

THIS AMENDMENT NO. 1 ("**Amendment**") to MMS2000334 ("**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 the 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: *Attachment A* of the Agreement will be removed and replaced with a new *Attachment A: Pricing*, which is attached and incorporated as Exhibit 1 of this Amendment.

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: _____

Signature: _____

Title: _____

Date: _____

Matt Michalik

[Signature]

COO

5/21/2021

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: _____

Signature: _____

Date: _____

James Babbitt

DocuSigned by:

James Babbitt

DDE5B1490A484FC...

5/25/2021

COMMISSIONER OF ADMINISTRATION

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

Name: _____

Signature: _____

Date: _____

Robbin J Tschida

DocuSigned by:

Robbin J Tschida

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5/25/2021

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Attachment A: Pricing

Non-DOT Program, Lab-Based, Self Specimen Collection									
Matrice	Item Description	Unit of Measure	Item ID	Please List (do not price) Below, All Factors Affecting Pricing On The Panels	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)	
	Urine Standard Drug Testing Panels The following drugs can be combined to create the drug panels below: Amphetamine, Barbiturates, Benzodiazepine, Buprenorphine, Cannabinoid (THC), Cocaine, EDDP, Methadone, Methamphetamine, Opiates, Oxycodone, Phencyclidine, Propoxyphene. All tests include Specimen Validity Testing: Specific Gravity, pH, Oxidants, Creatinine					N/A	N/A	N/A	
	1 - 4 Panel Screen	Each	Varies	<i>Certified laboratory analysis</i> <i>Standard shipping fees to laboratory</i> <i>Collection Supplies</i> <i>Data Storage of results</i> <i>User access to our proprietary result portal</i>	\$6.75				
	5 Panel Screen	Each	Varies		\$7.05				
	6 Panel Screen	Each	Varies		\$7.35				
	7 Panel Screen	Each	Varies		\$7.65				
	8 Panel Screen	Each	Varies		\$7.95				
	9 Panel Screen	Each	Varies		\$8.25				
	10 Panel Screen	Each	Varies		\$8.55				
	11 Panel Screen	Each	Varies		\$8.85				
	12 Panel Screen	Each	Varies		\$9.15				
	13 Panel Screen	Each	Varies		\$9.45				
	LC-MS/MS Confirmation of Positive Screen - Standard Drugs	Each	Varies		LC-MS/MS Confirmation	\$15.00			
	Specialty Add-On Drug Testing Screens Specialty Drugs below may be added to the Standard set of drugs listed above. The price below would be added to the selected panel above.								
Urine	Add-On: 6-AM(heroin), Carisoprodol, Ecstasy, EtG, Fentanyl, Methaqui	Each	Varies			\$1.50			
	Add-On: Gabapentin				\$8.00				
	Specialty Drug: Peth	Each	Varies		\$168.00				
	Specialty Drug: Propofol	Each	Varies		\$178.00				
	Specialty Drug: EtG Single Panel	Each	Varies		\$52.00				
	Specialty Drug Rehab Monitoring 15 Panel	Each	Varies		\$78.00				
	Specialty Drug Rehab Monitoring 7 Panel plus oxy	Each	Varies		\$45.00				
	Straight to Confirmation Testing								
	LC-MS/MS Urine Confirmation per Drug	Each	Varies	<i>Certified laboratory analysis</i> <i>LC-MS/MS confirmation</i> <i>Standard shipping fees to laboratory</i> <i>Collection Supplies</i> <i>Data Storage of results</i> <i>User access to our proprietary result portal</i>	\$19.95				
	Expanded K2 Screen (LC-MS/MS)	Each	Varies		\$29.00				
Expanded K2 Confirm (LC-MS/MS)	Each	Varies	\$34.00						
Expanded K2/Kratom/Bath Salts Screen + Auto Confirm	Each	Varies	\$59.00						
Bath Salts LC-MS/MS Confirm	Each	Varies	\$34.00						
Designer Opiate LC-MS/MS Confirm	Each	Varies	\$34.00						
Kratom LC-MS/MS Confirm	Each	Varies	\$34.00						
D/L Methamphetamine Separation (Methamphetamine Positives)	Each	Varies	\$39.00						
LC-MS/MS Confirmation Drug test def 1-7 classes (Urine)	Each	Varies	\$80.00						
LC-MS/MS Confirmation Drug test def 8-14 classes (Urine)	Each	Varies	\$110.00						
LC-MS/MS Confirmation Drug test def 15-21 classes (Urine)	Each	Varies	\$140.00						
LC-MS/MS Confirmation Drug test def 22+ classes (Urine)	Each	Varies	\$170.00						
	Oral Fluid Standard Drug Testing Panels The following drugs can be combined to create the drug panels below: Amphetamine, Barbiturates, Benzodiazepine, Buprenorphine, Cannabinoid (THC), Cocaine, Methadone, Methamphetamine, Opiates, Oxycodone, Phencyclidine.					N/A	N/A	N/A	

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Non-DOT Program, Lab-Based, Self Specimen Collection								
Matrice	Item Description	Unit of Measure	Item ID	Please List (do not price) Below, All Factors Affecting Pricing On The Panels	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
				Accurate as of July 18, 2022 Current version See MMCAP Contracts/Default.aspx				
	11 Panel	Each	Varies		\$135.00			
	12 Panel	Each	Varies		\$165.00			
	13 Panel	Each	Varies		\$205.00			
	14 Panel	Each	Varies		\$255.00			
Shipping	Overnight Shipping using Fed-Ex is included in the prices above provided that there are ten (10) samples per Laboratory Bag. If there are fewer than ten (10) samples per Laboratory Package, additional shipping charges will apply. Shipping Charges not to exceed \$12 per Laboratory							
Urine and Oral Fluid Bundled Pricing	Available upon request. Pricing based upon volume and positivity rates.							
Other	Premier Biotech is committed to adding additional products/services and will update additional panels as needed by MMCAP Agencies. Please reach out to Premier Biotech to facilitate additional testing needs.							

Non-DOT Program, Lab-Based, All-Inclusive with Specimen Collection Services and Auto-Confirmation								
Matrice	Item Description	Unit of Measure	Item ID	Please List (do not price) Below, All Factors Affecting Pricing On The Panels	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
Breath	Alcohol	Each		Breath Testing fee (per test administered) Random Program Administration (if applicable) Imaging, indexing, and storage of Custody Control Form User access to our proprietary result portal Data Storage of results	\$55.00	NA	NA	NA
Urine	5 Panel	Each	Varies	Urine Collection fee (variable network fees apply)	\$53.00			
	6 Panel	Each	Varies	Certified laboratory analysis	\$54.00			
	7 Panel	Each	Varies	GC/LCMS/MS confirmation	\$55.00			
	8 Panel	Each	Varies	Random Program Administration (if applicable)	\$56.00			
	9 Panel	Each	Varies	Standard shipping fees to laboratory	\$57.00			
	10 Panel	Each	Varies	Collection Supplies	\$60.00			
	11 Panel	Each	Varies	Data Storage of results	\$62.00			
	12 Panel	Each	Varies	User access to our proprietary result portal	\$64.00			
	13 Panel	Each	Varies		\$66.00			
	14 Panel	Each	Varies		\$68.00			
	MedPro 15 Panel - MROCollection performed at Preferred Provider	Each	Varies		\$85.00			
	MedPro 15 Panel - MROCollection performed at Third Party Provider	Each	Varies		\$135.00			
	MedPro 16 Panel - MROCollection performed at Preferred Provider	Each	Varies		\$105.00			
	MedPro 16 Panel - MROCollection performed at Third Party Provider	Each	Varies	GC/MS confirm & MRO Collection	\$155.00			

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Non-DOT Program, Lab-Based, Self Specimen Collection								
Matrice	Item Description	Unit of Measure	Item ID	Please List (do not price) Below, All Factors Affecting Pricing On The Panels	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
Hair	Urine EIG/EIS drug screen - MRO	Each	Varies	<small>Effective as of July 18, 2022 For most current version http://www.mmsd.admva.com/contracts/Default.aspx</small>	\$42.50			
	Collection performed at Preferred Provider				\$55.50			
	Urine EIG/EIS drug screen - MRO				\$60.00			
	Collection performed at Third Party Provider				\$71.00			
	Program administration, notification, tracking and reporting, merchant s	Each	Varies	<i>Hair Collection fee (variable network fees apply)</i> <i>Certified laboratory analysis</i> <i>GC/LCMS/MS confirmation</i> <i>Random Program Administration (if applicable)</i> <i>Standard shipping fees to laboratory</i> <i>Collection Supplies</i> <i>Data Storage of results</i> <i>User access to our proprietary result portal</i>	\$75.00			
	5 Panel	Each	Varies		\$79.00			
	6 Panel	Each	Varies		\$99.00			
	7 Panel Exposure	Each	Varies		\$119.00			
	7 Panel Exposure + Fentanyl	Each	Varies		\$109.00			
	7 Panel Exposure + Extended Opiates	Each	Varies		\$83.00			
	8 Panel	Each	Varies		\$87.00			
	9 Panel	Each	Varies		\$91.00			
	10 Panel	Each	Varies		\$119.00			
	10 Panel Exposure	Each	Varies		\$139.00			
	10 Panel Exposure + Fentanyl	Each	Varies		\$129.00			
	10 Panel Exposure + Extended Opiates	Each	Varies		\$155.00			
	11 Panel	Each	Varies		\$185.00			
	12 Panel	Each	Varies		\$225.00			
	13 Panel	Each	Varies		\$275.00			
	14 Panel	Each	Varies		\$57.00			
Oral	5 Panel	Each	Varies	<i>Oral fluid Collection fee (variable network fees apply)</i> <i>Certified laboratory analysis</i> <i>GC/LCMS/MS confirmation</i> <i>Random Program Administration (if applicable)</i> <i>Standard shipping fees to laboratory</i> <i>Collection Supplies</i> <i>Data Storage of results</i> <i>User access to our proprietary result portal</i>	\$58.00			
	6 Panel	Each	Varies		\$59.00			
	7 Panel	Each	Varies		\$61.00			
	8 Panel	Each	Varies		\$62.00			
	9 Panel	Each	Varies		\$65.00			
	10 Panel	Each	Varies		\$74.00			
	11 Panel	Each	Varies		\$83.00			
	12 Panel	Each	Varies		\$92.00			
	13 Panel	Each	Varies		\$92.00			
	14 Panel	Each	Varies		\$3.00			
	Oral Fluid Collection Device	Each	Varies					

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Services Pricing							
Vendor may incorporate additional Services during the term of the Contract through the process of amendment.							
Line Number	Description	Item ID	Pricing Method	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
1	MRO Services <i>Medical Review Officer (MRO) Services - The Medical Review Officer(s) will meet all qualifications set forth in the Regulations. The MRO(s) is completely independent of the laboratory to ensure that there is no conflict of interest and is performed under all DOT drug testing scenarios. The MRO(s) will 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.</i>	Varies	Per Test	\$2.85	NA	NA	NA
	Regulatory Policy Review <i>Premier will thoroughly review your existing policy to ensure the policy meets your goals and contains the necessary components of a compliant policy.</i>	Varies	Per Hour	\$125.00			
3	Legal Consultation <i>Legal consultation is provided at an agency's request for reasons such as legal challenges to test results, regulatory questions, etc.</i>	Varies	Per Hour	\$400.00			
4	Technical Expert Testimony (MRO, Toxicology, BAT, other staff) <i>Premier will ensure that any laboratory selected to perform analysis of specimens maintains, at least one qualified forensic toxicologist available to provide complete litigation assistance (including a standard litigation package and expert witness testimony (video) should the testing procedures be legally challenged). Legal consultation is provided at an agency's request.</i>	Varies	Per Hour	\$200.00			
5	Litigation Assistance <i>We can prepare a comprehensive litigation package as needed.</i>	Varies	Per Hour	\$400.00			
6	Reasonable Suspicion Training <i>We will ensure that any laboratory selected to perform analysis of specimens maintains, at least one qualified forensic toxicologist available to provide complete litigation assistance (including a standard litigation package and expert witness testimony (video) should the testing procedures be legally challenged). Legal consultation is provided at an agency's request.</i>	Varies	Per Student	\$20.00			
	Mock Audits						

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7	Premier performs mock audits for multiple reasons. Collection site audits are performed directly by Premier and can be completed with scheduled notice. Audit results can be presented to agencies with details of necessary improvements or passing notes. For more complete DOT program evaluation, Premier will refer to a qualified partner, Compliance Systems LLC, a group that specializes in regulatory compliance. Compliance Systems utilizes the same compliance checking methods and software technology that is used by the USDOT.	Varies	Per Hour	\$100.00
8	SAP We partner with American Substance Abuse Professionals® (ASAP), a leading provider of nationwide Substance Abuse Professional (SAP) referral and compliance services, to provide SAP services to Premier client companies. With over 12 years' experience and a reputation for excellence, ASAP is committed to upholding public safety by providing comprehensive services according to current DOT 49 CFR Part 40 guidelines for SAP referral and compliance services. ASAP maintains updated files on all qualified network SAPs with copies of the appropriate licensure, resume and application documenting provider experience in the field, qualification training and CEUs.	Varies	Per Referral	\$550.00/Referral
9	EAP Education materials required under 49CFR Part 40.303 as related to compliance with applicable requirements established between the Substance Abuse Professional and the employer.	Varies	Per Packet	\$25.00/Packet
	Background Checks/Screening 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.	Varies	Each	See Schedule Below
	Ala Carte Searches (Fees will be passed thru)			
	Address History Trace/SSN Validation	Varies	Each	\$1.25
	Civil Suits and Judgements (State)	Varies	Each	\$12.25
	County Criminal Search	Varies	Each	\$7.00
	Credit Report	Varies	Each	\$7.25
	Education Verification	Varies	Each	\$12.25
	Employment Verification	Varies	Each	\$12.25
	E-Verify	Varies	Each	\$2.85
	Fraud & Abuse Control Information Systems Search	Varies	Each	\$6.20
	Federal District Criminal Records Check	Varies	Each	\$7.00
	Federal Civil Suits and Judgements	Varies	Each	\$7.00
	Government Watchlist Search	Varies	Each	\$3.00
	License/Credentialing Verification	Varies	Each	\$12.25
	MVR / Driving Records	Varies	Each	\$3.00

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National Practitioners Database (NPDB)	Varies	Each	\$3.00
Nationwide Sex Offender Registry Search	Varies	Each	\$3.00
OIG/GSA Excluded Parties Search	Varies	Each	\$3.00
Professional References	Varies	Each	\$12.25
Security Watch List (OFAC)	Varies	Each	\$3.00
South Carolina Commission on Lawyer Conduct	Varies	Each	\$12.25
Statewide Civil Search	Varies	Each	\$12.25
Statewide Criminal Search	Varies	Each	\$7.00
Statewide Sex Offender Search	Varies	Each	\$3.00
US Criminal History Search (National)	Varies	Each	\$5.75
The most current version http://www.mmsd.admnet.com/usa/MMS2000ContractDefault.aspx			
Student Package 1 Merchant (Includes fees excluding NY State)		Each	\$ 26.30
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)		Each	\$ 31.50
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)		Each	\$ 40.00
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)		Each	\$ 19.90
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)		Each	\$ 25.20

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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)		Each	\$ 31.50
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		
Motor Vehicle Report	Varies		
National Sex Offender Registry	Varies		
Patriot Act Compliance Watchlist	Varies		
Package 1 + Federal + Employment Verification (excluding fees – passed through)		Each	\$ 43.20
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)		Each	\$ 43.20
Social Security Number Verification	Varies		
Address History Report	Varies		
US Criminal History Report	Varies		
7 Year-County Criminal Search (includes previous counties of residence, outside	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)		Each	\$ 56.90
Social Security Number Verification	Varies		
Address History Report	Varies		
US Criminal History Report	Varies		
7 Year-County Criminal Search (includes previous counties of residence, outside	Varies		
7 Year Employment Verification	Varies		
Education Verification-Highest Degree	Varies		
Federal Criminal History	Varies		

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	National Sex Offender Registry	Varies		
	Patriot Act Compliance Watchlist	Varies		
	Package 1 (excluding fees – passed through)		Each	\$ 11.50
	Social Security Number Verification	Varies		
	Address History Report	Varies		
	US Criminal History Report	Varies		
11	HIPPA Secure Records Control			
	Security management processes established to safeguard records and ensure HIPPA compliance.	Varies	Per Record	\$2.00
12	Correctional System Treatment and Counseling	Varies	Per Hour	\$495.00
	Consulting Services	Varies		
13	Data Access			
	Applies for records retrieval after contracted services are mutually terminated between both parties. Data files are accessible for 60 days after termination of services, fees will apply after 60 day period expires.	Varies	Per Record	\$2.00
14	Clinical (In-Network) - *Ceiling	Varies	Each	See Schedule Below
	Provide details if necessary:			
	Basic Physical	Varies	Each	\$ 117.00
	Fit For Duty Exam:	Varies	Each	\$ 151.00
	MD Review	Varies	Each	\$ 83.40
	Snellen Vision	Varies	Each	\$ 45.00
	Training			
	Supervisor Training: Web-based	Varies	Per Student	\$ 20.00
	Employee Education: Web-based	Varies	Per Student	\$ 15.00
	Breath Alcohol Technician: Web-based	Varies	Per Student	\$ 150.00
	Specimen Collection: Web-based	Varies	Per Student	\$ 150.00
	General Trainings: Various Curriculums	Varies	Hour	\$ 125.00
	Training Packets: Printed Materials	Varies	Per Packet	\$ 15.00
	Supervisor Training: Instructor Led	Varies	Hour	\$ 125.00
	Employee Education: Instructor Led	Varies	Hour	\$ 125.00
	Breath Alcohol Technician: Instructor Led	Varies	Hour	\$ 125.00
	Specimen Collection: Instructor Led	Varies	Hour	\$ 125.00
	Additional Services:			
	Merchant Fee:	Varies	Web Transaction	\$ 6.00
	Credentialing Case Management:	Varies	Subscriber per annum	\$ 25.00
	Rehabilitation Monitoring Fee	Varies	Subscriber per annum	\$ 60.00
	Collection Only: Sample collection only	Varies	Each	\$ 35.00
	Shipping Fees: Overnight and rush orders	Varies	Per Order	\$ 40.00
	Refusals to Test: Donor refusal to test	Varies	Each	\$ 28.00
	Confirmation Add-on: Agency positive rate above 8%	Varies	Each	\$ 25.00
	Direct Observation: Mandatory urine collections	Varies	Each	\$ 25.00
	Re-analysis - (donor requested) at second laboratory	Varies	Each	\$ 225.00
	Court Testimony - Collector or record custodian called to appear in court by subpoena	Varies	Hour	\$ 125.00

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After Hours On-Site: Any collection performed outside normal business hours (8AM to 5PM) - Scheduled 24hrs advance	Varies	Hour	\$	100.00
After Hours On-Site: Any collection performed outside normal business hours (8AM to 5PM) - Unscheduled	Varies	Hour	\$	175.00
Mileage Rate - At current federal rate	Varies	Mile	Federal rate	
Instant Testing/POCT Deposit: Sent to Collection Site	Varies	Per Device	\$	5.00
Custody Control Forms: Custom Print/Instant Testing	Varies	Per Form	\$	0.75
Data Entry Fee: Administrative/storage/reporting	Varies	Per Test	\$	5.00
Document Management Fee	Varies	Per Document	\$	5.00
Notary: Legal documents or records	Varies	Per Document	\$	3.00
MRO Review - Review of all results, both positive and negative	Varies	Each	\$	2.85
MRO Review - Positive Only or POCT	Varies	Each	\$	35.00
Litigation Package: MRO	Varies	Each	\$	100.00
Litigation Package: Lab	Varies	Each	\$	325.00

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Products Pricing							
Line Number	Description	Item ID	Unit of Measure	Proposed Contract Pricing	Discount for Prompt Payment 10 Calendar Days (%)	Discount for Prompt Payment 20 Calendar Days (%)	Discount for Prompt Payment 30 Calendar Days (%)
Per Row	Alcohol Testing Products				NA	NA	NA
	QED Saliva Alcohol Test DOT	Varies	Each	\$12.00			
	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 Testing Products				NA	NA	NA
	Premier Bio-Cups						
	Premier Bio-Cup 4 Panel	Varies	Each	\$2.25			
	Premier Bio-Cup 5 Panel	Varies	Each	\$2.50			
	Premier Bio-Cup 6 Panel	Varies	Each	\$2.75			
	Premier Bio-Cup 7 Panel	Varies	Each	\$3.00			
	Premier Bio-Cup 8 Panel	Varies	Each	\$3.25			
	Premier Bio-Cup 9 Panel	Varies	Each	\$3.50			
	Premier Bio-Cup10 Panel	Varies	Each	\$3.75			
	Premier Bio-Cup 11 Panel	Varies	Each	\$4.00			
	Premier Bio-Cup 12 Panel	Varies	Each	\$4.25			
	Premier Bio-Cup 13 Panel	Varies	Each	\$4.50			
	Premier Bio-Cup 14 Panel	Varies	Each	\$4.75			
	Speciality Strips (Multi-Panel Cup Add-ons)						
	Add K2 Strip	Varies	Each	\$0.50			
	Add Alcohol Strip	Varies	Each	\$0.75			
	Add 3 panel adulterant	Varies	Each	\$0.30			
	add FYL and TRM	Varies	Each	\$0.50			
	add EtG, GAB,K2, K3 (AB Pinaca)	Varies	Each	\$2.00			
	Add SVT	Varies	Each	\$0.30			
	Add 2x3	Varies	Each	\$0.60			
	Premier Bio-Dips						
	Premier Biotech Single Dip Cassette	Varies	Each	\$0.45			
	Premier Bio-Dip Dip 2	Varies	Each	\$0.85			
	Premier Bio-Dip Dip 3	Varies	Each	\$1.05			
	Premier Bio-Dip Dip 4	Varies	Each	\$1.25			
	Premier Bio-Dip Dip 5	Varies	Each	\$1.45			
	Premier Bio-Dip Dip 6	Varies	Each	\$1.65			
	Premier Bio-Dip Dip 7	Varies	Each	\$1.85			
	Premier Bio-Dip Dip 8	Varies	Each	\$2.05			
	Premier Bio-Dip Dip 9	Varies	Each	\$2.25			
	Premier Bio-Dip Dip 10	Varies	Each	\$2.45			
	Premier Bio-Dip Dip 11	Varies	Each	\$2.65			
	Premier Bio-Dip Dip 12	Varies	Each	\$2.85			

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Speciality Singel Dips: GAB, EtG, K2, K3	Varies	Each	\$4.00			
Speciality Strips (Multi-Panel Dip Add-ons)						
Add K2 Strip	Varies	Each	\$0.50			
Add Alcohol Strip	Varies	Each	\$0.75			
Add 3 panel adulterant	Varies	Each	\$0.30			
add FYL and TRM	Varies	Each	\$0.50			
add EtG, GAB, K3 (AB Pinaca)	Varies	Each	\$2.00			
Add SVT	Varies	Each	\$0.30			
Add 2x3	Varies	Each	\$0.60			
Oral Fluid Testing Products						
OralTox 5	Varies	Each	\$5.00	NA	NA	NA
OralTox 6	Varies	Each	\$5.50			
OralTox 7	Varies	Each	\$6.00			
OralTox 8	Varies	Each	\$6.50			
OralTox 9	Varies	Each	\$7.00			
OralTox 10	Varies	Each	\$7.50			
Additional Technologies				NA	NA	NA
O-Scan or U-Scan Reader App	Varies	Each	\$2.00/Read			
Hair Testing Products						
Infectious Diseases						
OraQuick HCV, 25 count	1001-0181	Each	\$18.80			
OraQuick HCV, 100 count	1001-0080	Each	\$18.80			
OraQuick HCV, Controls	1001-0182	Each	\$30.00			
OraQuick HIV, 25 count	1001-0079	Each	\$11.30			
OraQuick HIV, 100 count	1001-0078	Each	\$11.30			
OraQuick HIV, OTC	1001-0374	Each	\$30.00			
OraQuick HIV, Controls	1001-0077	Each	\$25.00			
QuickFlu	1001-0320	Each	\$11.30			
Presumptive Drug Analysis (field test for drug solids)						
PIK Test Kit - Cocaine/crack	PIK-COC-10	10/Pack	\$30.00			
PIK Test Kit - Methamphetamine/ICE	PIK-MAX-10	10/Pack	\$30.00			
PIK Test Kit - Amphetamine (Adderall), Phentermine (Adipex)	PIK-AMP-10	10/Pack	\$30.00			
PIK Test Kit - Fentanyl (Durogesic)	PIK-FYL-10	10/Pack	\$30.00			
PIK Test Kit - Heroin, morphine, codeine, hydrocodone, hydromorphone	PIK-OPI-10	10/Pack	\$30.00			
PIK Test Kit - Heroin, morphine, codeine, hydrocodone, oxycodone, buprenorphine	PIK-HOB-10*	10/Pack	\$30.00			
PIK Test Kit - JWH-based compounds (018, 073)	PIK-K20-10	10/Pack	\$30.00			
PIK Test Kit - Alprazolam (Xanax), Diazepam (Valium), Clonazepam (Klonopin), Flunitrazepam (Rohypnol)	PIK-BZO-10	10/Pack	\$30.00			
PIK Test Kit - Marijuana, Hashish, THC oil	PIK-THC-10	10/Pack	\$30.00			
PIK Test Kit - K2	PIK-K20-10	10/Pack	\$30.00			
PIK Test Kit - K3	PIK-K30-10	10/Pack	\$30.00			
PIK Test Kit - Buprenorphine (Subutex, Suboxone)	PIK-BUP-10	10/Pack	\$30.00			
Narcotics Analysis reagen kit	NAR100	Each	\$119.50			
Mayers Reagent for narcotic alkaloids	NAR10001	Each	\$1.15			
Marquis Reagent for opium alkaloids	NAR10002	Each	\$1.15			
Nitric Acid Reagent for heroin, morphine	NAR10003	Each	\$1.15			

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Cobalt-Thiocyanate Reagent for cocaine, crack	NAR10004	Each	\$1.15
Dille-Kopany Reagent for barbiturates	NAR10005	Each	\$1.15
Mandelin Reagent for amphetamines	NAR10006	Each	\$1.15
Ehrlich's Reagent for hallucinogens	NAR10007	Each	\$1.15
Duquenois Reagent for marijuana, hashish, TMC	NAR10008	Each	\$1.15
NDB Reagent for marijuana, hashish, THC	NAR10009	Each	\$1.15
Poly Bags	NAR10010	Each	\$0.25
Acid Neutralizer NARK	NAR10011	Each	\$5.00
Polyethylene case	NAR10012	Each	\$12.00
Modified Cobalt-Thiocyanate Reagent for cocaine freebase crack	NAR10013	Each	\$1.15
PCP	NAR10014	Each	\$1.15
Methamphetamine	NAR10015	Each	\$1.15
Mecke's (modified)	NAR10016	Each	\$1.15
Talwin (Pentazocine)	NAR10018	Each	\$1.15
Ephedrine	NAR10019	Each	\$1.15
Nark Color Chart 5 x 7	NAR10020	Each	\$6.75
Special Opiates	NAR10022	Each	\$1.15
MDVP Reagent	NAR10024	Each	\$1.15
Mephedron Reagent	NAR10025	Each	\$1.15
GHB Reagent	NAR10028	Each	\$2.30
PCP, Methaqualone	NAR10029	Each	\$1.15
Psilocybin/Psilocin	NAR10030	Each	\$1.15
12 Pak Notebook Kit	NARK12PAK	Each	\$44.95
Marquis Reagent - General Screening	NARK2001	Each	\$1.45
Special Opiates - Synthetic Opiates	NARK20010	Each	\$1.85
Mecke's Reagent - All Heroin	NARK20011	Each	\$1.85
Talwin/Pentazocine	NARK20012	Each	\$1.85
Ephedrine/Pseudoephedrine	NARK20013	Each	\$1.85
Vallium/ Rohypno I	NARK20014	Each	\$1.85
Sodium Nitroprusside - Meth/MOMA	NARK20015	Each	\$1.85
Progressive Identification Card	NARK20016	Each	\$2.75
ID Wall Chart	NARK20017	Each	\$6.75
Drug Field Test Results Log	NARK20018	Each	\$0.60
Mayers Reagent - General Screening	NARK20019	Each	\$1.45
Nitric Acid - Diff Heroin/Morphine	NARK2002	Each	\$1.45
KN Reagent - Marijuana (seeds/green plant) NDB Fast Blue B Salt	NARK20020	Each	\$1.85
GHB Reagent	NARK20021	Each	\$3.75
Mandelin Reagent - General Screening	NARK20022	Each	\$1.45
Synthetic Cannabinoids (indole formulas) -V	NARK20023	Each	\$1.85
MDPV Reagent (Bath Salts)	NARK20024	Each	\$1.85
Mephedrone eagent (Bath Salts)	NARK20025	Each	\$1.85
A-PVP (Bath Salts)	NARK20026	Each	\$1.85
2C Reagent (N-BOMe) - V	NARK20029	Each	\$1.85
Barbiturates Dille Koppanyl	NARK2003	Each	\$1.85
Psilocybin Reagent	NARK20030	Each	\$1.85
Liebermann Reagent - General Screening	NARK20031	Each	\$1.45
Mollies Reagent	NARK20032	Each	\$1.45
04-LSD	NARK2004	Each	\$1.85

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05-Duquenois-Levine - Marijuana	NARK2005	Each	\$1.85		
Acid Neutralizer NARKII	NARK2006	Each	\$5.00		
NARKII Sixty Pack Kit	NARK20060	Each	\$144.95		
Scott Reagent Modified (Cocaine)	NARK2007	Each	\$1.85		
Methadone	NARK2008	Each	\$1.85		
PCP/Methaqua Ione	NARK2009	Each	\$1.85		
Narcotics Analysis Belt Kit	NARK200BK	Each	\$19.95		
NARKII Customs Kit	NARK200CD	Each	\$129.95		
NARKII International Kit	NARK200IK	Each	\$275.00		
NARKII Meg Kit	NARK200MEG	Each	\$129.95		
NARKII Master Kit	NARK200MK	Each	\$275.00		
NARKII Mollies Kit	NARK200MLE	Each	\$129.95		
Acid Neutra lizer	NARK200N	Each	\$9.50		
Port-A-Kit	NARK200PK	Each	\$39.00		
Synthetic master kit	NARK200SYN	Each	\$275.00		
Patrol Kit	NARK200VC	Each	\$29.50		
24-PAK notebook Kit	NARK24PAK	Each	\$79.95		
Example Product SKUs for "Varies"					
OralTox 5 Panel	OT80504	NA	\$5.00		
Premier Bio-Cup 5 Panel	PCA-5P-HC	NA	\$2.50		

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>**AMENDMENT NO. 2 TO MMCAP INFUSE CONTRACT NO. MMS2000334**

THIS AMENDMENT NO. 2 ("**Amendment**") to MMS2000334 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.

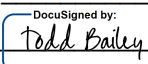
Modifications:

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

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

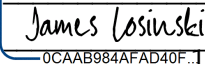
VENDOR: Premier Biotech, Inc.

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

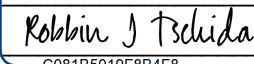
STATE OF MINNESOTA FOR MMCAP INFUSE

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

Accurate as of July 18, 2022

The most current version

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

MMS2000334

Amendment #3

Tendered: April 26, 2022

AMENDMENT NO. 3 TO MMCAP INFUSE CONTRACT NO. MMS2000334

THIS AMENDMENT NO. 3 ("**Amendment**") to MMS2000334 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		
Full Physical Exam	\$595.00	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: Matt Michalik
 Signature: [Signature]
 Title: COO
 Date: 4-28-22

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: James Losinski
 Signature: [Signature]
 Date: 4/29/2022

COMMISSIONER OF ADMINISTRATION

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

Name: Robbin J Tschida
 Signature: [Signature]
 Date: 4/29/2022

THIS AMENDMENT NO. 4 ("**Amendment**") to MMS2000334 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 Contracted Item will be added to *Attachment A* of the Agreement:

Item Number	Description	Quantity	SKU	Contract Pricing
284	Shipping/Per Lab Pack (specimen Bag) SKU: SPLP22	1	SPLP22	\$15.00

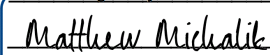
Revision 4: On August 1, 2022, the Contracted Items in *Exhibit 1* to this Amendment will increase in price as specified in *Exhibit 1*.

Revision 5: On August 1, 2022, the Contracted Items in *Exhibit 2* to this Amendment will be removed from *Attachment A* of the Agreement.

[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: Matthew Michalik
Signature: 
Title: COO
Date: 7/13/2022

STATE OF MINNESOTA FOR MMCAP INFUSE

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

James Babbitt

Name: DocuSigned by:
Signature: 
Date: 7/14/2022

COMMISSIONER OF ADMINISTRATION

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

Name: Robbin J Tschida
Signature: 
Date: 7/14/2022

[Signature Page; Exhibits 1 & 2 Follow]

Exhibit 1:
New Contract Pricing

Item Number	Description	Contract Pricing
2	QED Saliva Alcohol Test DOT SKU: MCAP01	\$15.00
3	QED Saliva Alcohol Controls SKU: MCAP02	\$45.00
4	QED Saliva Alcohol Results Forms SKU: MCAP03	\$1.75
5	Disposable Breath Alcohol Tubes SKU: MCAP04	\$2.75
17	Add K2 Strip SKU: MCAP05	\$1.00
18	Add Alcohol Strip SKU: MCAP06	\$1.00
20	add FYL and TRM SKU: MCAP08	\$1.00
24	Premier Biotech Single Dip Cassette SKU: MCAP012	\$0.65
25	Premier Bio-Dip 2 panel SKU: MCAP13	\$0.95
26	Premier Bio-Dip 3 panel COC150/MET500/OPI300 SKU: PBCard-03-16	\$1.15
27	Premier Bio-Dip 4 panel w/Coc150,MDMA500,Opi300,Thc50 SKU: PBCard-04-17	\$1.35
28	Premier Bio-Dip 5 panel w/Amp500,Coc150,Met500,Opi300,Thc50 SKU: PBCard-05-02	\$1.55
29	Premier Bio-Dip 6 panel w/Amp1000,Bar300,Bzo300,Coc300,Opi300,THC50-G SKU: PBCard-06-18	\$1.75
30	Premier Bio-Dip 7 panel w/Amp500,Bup5,Bzo200,Coc150,Opi300,Oxy,Thc SKU: G-PBCard-07-10	\$1.95
31	Premier Bio-Dip 8 panel SKU: MMCAP14	\$2.15
32	Premier Bio-Dip 9 panel w/Amp500,Bar300,Bzo300,Coc150,Met500,Mtd300,Opi300,Oxy100,Thc50 SKU: PBCard-09-32	\$2.35
33	Premier Bio-Dip 10 panel w/Amp500,Bup10,Bzo300,Coc150,Met500,MDMA500,Mtd300,Opi300,Oxy100,Thc50 SKU: G-PBCard-10-20	\$2.55
34	Premier Bio-Dip Dip 11 panel w/Amp500,Bar300,Bzo300,Coc150,MDMA500,Met500,Mtd300,Opi300,Oxy100,PCP25,Thc50 SKU: PBCard-11-33	\$2.75
35	Premier Bio-Dip Dip 12 panel w/Amp500,Bar,Bup10,Bzo,Coc150,Mdma,Met500,Mtd,Opi300,Oxy,Pcp,Thc SKU: PBCard-12-02	\$2.95
37	Add K2 Strip SKU: MCAP016	\$1.00
38	Add Alcohol Strip SKU: MCAP017	\$1.00
40	add FYL and TRM SKU: MMCAP19	\$1.00
44	OralTox 5 panel w/Amp,Coc,Meth,Opi,Thc SKU: 80502	\$5.50
45	OralTox 6 panel w/Amp,Bzo,Coc,Met,Opi,Thc SKU: 80600	\$6.00
46	OralTox 7 panel w/Amp,Coc,Met,Opi,Oxy,Pcp,Thc SKU: 80701-IVD	\$6.50
47	OralTox 8 panel w/Amp,Bup,Bzo,Coc,Met,Opi,Oxy,Thc SKU: 80800	\$7.00
48	OralTox 9 panel w/Amp,Bar,Bzo,Coc,Met,Mtd,Opi,Oxy,PCP SKU: FUO	\$7.50
49	OralTox 10 panel w/Alc, Amp, Bzo, Coc, Meth, MTd, Opi, Oxy, Pcp, THC SKU: 81001A	\$8.00
51	OraQuick HCV, 25 count SKU: MCAP052	\$20.00
52	OraQuick HCV, 100 count SKU: MCAP063	\$20.00
53	OraQuick HCV, Controls SKU: MCAP074	\$35.00
54	OraQuick HIV, 25 count SKU: MCAP085	\$12.50
55	OraQuick HIV, 100 count SKU: MCAP096	\$12.50
56	OraQuick HIV, OTC SKU: MCAP0107	\$35.00
57	OraQuick HIV, Controls SKU: MCAP0118	\$30.00
58	QuickFlu SKU: MCAP0129	\$12.50
147	Merchant Fee: SKU: MCAP082333I	\$7.00
148	Credentialing Case Management: SKU: MCAP0924667J	\$30.00

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149	Collection Only: Sample collection only SKU: MCAP0102555K	\$40.00
150	Shipping Fees: Overnight and rush orders SKU: MCAP0112656L	\$45.00
151	Refusals to Test: Donor refusal to test SKU: MCAP0122711QM	\$35.00
152	Confirmation Add-on: Agency positive rate above 8% SKU: MCAP1328552A	\$30.00
153	Direct Observation: Mandatory urine collections SKU: MCAP01218B	\$30.00
157	After Hours On-Site: Any collection performed outside normal business hours (8AM to 5PM) - Scheduled 24hrs advance SKU: MCAPEFG	\$150.00
158	After Hours On-Site: Any collection performed outside normal business hours (8AM to 5PM) - Unscheduled SKU: MCAP0823667FF	\$225.00
214	1 - 4 Panel Screen SKU: MCAP43512	\$7.75
215	5 Panel Screen SKU: MCA8825124	\$8.05
216	6 Panel Screen SKU: MCAP033IO33	\$8.35
217	7 Panel Screen SKU: MCAP092812	\$8.65
218	8 Panel Screen SKU: MC121234VV	\$8.95
219	9 Panel Screen SKU: MCAP01688NN	\$9.25
220	10 Panel Screen SKU: MCAP667612MM	\$9.55
221	11 Panel Screen SKU: MMCAP0699YU	\$9.85
222	12 Panel Screen SKU: CAP098367	\$10.15
223	13 Panel Screen SKU: AAP0823ERTY	\$10.45
224	LC-MS/MS Confirmation of Positive Screen -Standard Drugs SKU: MC127946688	\$25.00
225	Add-On: 6-AM(heroin), Carisoprodol, Ecstasy, EtG, Fentanyl, Methaqualone, K2, Tramadol SKU: MCAP012184478dd	\$2.00
228	LC-MS/MS Urine Confirmation per Drug SKU: MCAP092558	\$35.00
229	Expanded K2 Screen (LC-MS/MS) SKU: MC12123664	\$35.00
230	Expanded K2 Confirm (LC-MS/MS) SKU: MCAP7701688	\$45.00
231	Expanded K2/Kratom/Bath Salts Screen + Auto Confirm SKU: MCAP66887612	\$65.00
232	Bath Salts LC-MS/MS Confirm SKU: MMC99AP0699	\$45.00
233	Designer Opiate LC-MS/MS Confirm SKU: 345CAP0983	\$45.00
234	Kratom LC-MS/MS Confirm SKU: AAP0827890	\$45.00
235	D/L Methamphetamine Separation (Methamphetamine Positives) SKU: MCAS9945668	\$45.00
240	1 - 4 Panel Screen SKU: MCAP0782888	\$10.00
241	5 Panel Screen SKU: MCAAA761222	\$10.50
242	6 Panel Screen SKU: MMCAI12344T	\$11.00
243	7 Panel Screen SKU: MCAP09878	\$11.50
244	8 Panel Screen SKU: MAAAY8977GTG	\$12.00
245	9 Panel Screen SKU: DD678	\$12.50
246	10 Panel Screen SKU: DD679	\$13.00
247	11 Panel Screen SKU: DD680	\$13.50
248	LC-MS/MS Confirmation of Positive Screen -Standard Drugs SKU: DD68721	\$30.00
249	Oral Fluid Collection Device SKU: DD45678	\$4.00
250	Add-On: 6-AM(heroin), Carisoprodol, Ecstasy, EtG, Fentanyl, Methaqualone, K2, Tramadol SKU: DF56564	\$2.50
252	LC-MS/MS Oral Confirmation per Drug -Lab Based Collector SKU: MCAP0922558	\$40.00
253	LC-MS/MS Oral Confirmation per Drug - OralTox Confirmation SKU: MC123123664	\$40.00
254	Oral Fluid Collection Device - Required for Oral Screen SKU: MCAP74701688	\$4.00

**Exhibit 2:
Removals**

Item Number	Description	Contract Pricing
60	PIK Test Kit - Methamphetamine/ICE SKU: MCAP0511	\$30.00
61	PIK Test Kit - Amphetamine (Adderall), Phentermine (Adipex) SKU: MCAP0612	\$30.00
63	PIK Test Kit - Heroin, morphine, codeine, hydrocodone, hydromorphone SKU: MCAP0814	\$30.00
66	PIK Test Kit - Alprazolam (Xanax), Diazepam (Valium), Clonazepam (Klonopin), Flunitrazepam, (Rohypnol) SKU: MCAP01117	\$30.00
67	PIK Test Kit - Marijuana, Hashish, THC oil SKU: MCAP01218	\$30.00
68	PIK Test Kit - Buprenorphine (Subutex, Suboxone) SKU: MCAP1319	\$30.00
69	Narcotics Analysis reagent kit SKU: MCAP0520	\$119.50
70	Mayers Reagent for narcotic alkaloids SKU: MCAP0621	\$1.15
71	Marquis Reagent for opium alkaloids SKU: MCAP0722	\$1.15
72	Nitric Acid Reagent for heroin, morphine SKU: MCAP0823	\$1.15
73	Cobalt SKU: Thiocyanate Reagent for cocaine, crack SKU: MCAP0924	\$1.15
74	Dille-Kopanyi Reagent for barbiturates SKU: MCAP01025	\$1.15
75	Mandelin Reagent for amphetamines SKU: MCAP01126	\$1.15
76	Ehrlich's Reagent for hallucinogens SKU: MCAP01227	\$1.15
77	Duquenois Reagent for marijuana, hashish, TMC SKU: MCAP1328	\$1.15
78	NDB Reagent for marijuana, hashish, THC SKU: MMCAP0987	\$1.15
79	Poly Bags SKU: MCAP01218	\$0.25
80	Acid Neutralizer NARK SKU: MCAP1319	\$5.00
81	Polyethylene case SKU: MCAP0520	\$12.00
82	Cobalt-Thiocyanate Reagent for cocaine, crack SKU: MCAP0621	\$1.15
83	PCP SKU: MCAP0722	\$1.15
84	Methamphetamine SKU: MCAP0823	\$1.15
85	Mecke's (modified) SKU: MCAP0924	\$1.15
86	Talwin (Pentazocine) SKU: MCAP01025	\$1.15
87	Ephedrine SKU: MCAP01126	\$1.15
88	Nark Color Chart 5 x 7 SKU: MCAP01227	\$6.75
89	Special Opiates SKU: MCAP1328	\$1.15
90	MDVP Reagent SKU: MMCAP727272	\$1.15
91	Mephedron Reagent SKU: MCAP012181	\$1.15
92	GHB Reagent SKU: MCAP13193	\$2.30
93	PCP, Methaqualone SKU: MCAP05202	\$1.15
94	Psilocybin/Psilocin SKU: MCAP0621	\$1.15
95	12 Pak Notebook Kit SKU: MCAP0722	\$44.95
96	Marquis Reagent - General Screening SKU: MCAP0823	\$1.45
97	Special Opiates - Synthetic Opiates SKU: MCAP092486	\$1.85
98	Mecke's Reagent - All Heroin SKU: MCAP0102534	\$1.85
99	Talwin/Pentazocine SKU: MCAP0112666	\$1.85
100	Ephedrine/Pseudoephedrine SKU: MCAP0122771	\$1.85
101	Valium/ Rohypno I SKU: MCAP132822	\$1.85

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102	Sodium Nitroprusside - Meth/MOMA SKU: MCAP132833	\$1.85
103	Progressive Identification Card SKU: MCAP0121844	\$2.75
104	ID Wall Chart SKU: MCAP131954	\$6.75
105	Drug Field Test Results Log SKU: MCAP052077	\$0.60
106	Mayers Reagent - Feneral Screening SKU: MCAP062111	\$1.45
107	Nitric Acid - Diff Heroin/Morphine SKU: MCAP072223	\$1.45
108	KN Reagent - Marijuana (seeds/green plant) NDB Fast Blue B Salt SKU: MCAP082333	\$1.85
109	GHB Reagent SKU: MCAP0924667	\$3.75
110	Mandelin Reagent - General Screening SKU: MCAP0102555	\$1.45
111	Synthetic Cannabino ids (indo le formulas) SKU: MCAP0112656	\$1.85
112	MDPV Reagent (Bath Salts) SKU: MCAP0122711Q	\$1.85
113	Mephedrone eagent (Bath Salts) SKU: MCAP132855212	\$1.85
114	A-PVP (Bath Sa lts) SKU: MCAP012181222	\$1.85
115	2C Reagent (N-BOMe) - 7 SKU: MCAP13193333	\$1.85
116	Barbiturates Dille Koppanyl SKU: MCAP05202455	\$1.85
117	Psilocybin Reagent SKU: MCAP062155	\$1.85
118	Liebermann Reagent - General Screening SKU: MCAP072266	\$1.45
119	Mollies Reagent SKU: MCAP0823667	\$1.45
120	04-LSD SKU: MCAP09248621	\$1.85
121	05-Duquenois-Levine - Marijuana SKU: MCAP010253489	\$1.85
122	Acid Neutralizer NARKII SKU: MCAP011266611	\$5.00
123	NARKII Sixty Pack Kit SKU: MCAP012277176	\$144.95
124	Scott Reagent Modified (Cocaine) SKU: MCAP132822454	\$1.85
125	Methadone SKU: MCAP132833333	\$1.85
126	PCP/Methaqua lone SKU: MCAP012184478	\$1.85
127	Narcotics Analysis Belt Kit SKU: MCAP1319542	\$19.95
128	NARKII Customs Kit SKU: MCAP05207777	\$129.95
129	NARKII International Kit SKU: MCAP062111767	\$275.00
130	NARKII Meg Kit SKU: MCAP07222387	\$129.95
131	NARKII Master Kit SKU: MCAP08233344	\$275.00
132	NARKII Mollies Kit SKU: MCAP092466798	\$129.95
133	Acid Neutra lizer SKU: MCAP01025551	\$9.50
134	Port-A-Kit SKU: MCAP01126562	\$39.00
135	Synthetic master kit SKU: MCAP6676	\$275.00
136	Patrol Kit SKU: MMCAP06547	\$29.50
137	24-PAK notebook Kit SKU: MCAP098333	\$79.95

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
91727 04

PAGE 1 of 2	ORDER DATE 08/05/20
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 Contract MMS 2000334

Contract to supply and deliver Drug Testing Services and Products to the State of Nebraska, Department of Veterans Affairs 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

(8/5/20 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	400.0000	EA	36.0000	14,400.00

10/21/2020
Signed by: Vicki Collins
10/21/2020
4186414253446D...
6F1A2608C1024BC...
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 08/05/20
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 2334176	

CONTRACT NUMBER
91727 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	400.0000	EA	49.0000	19,600.00
3	PRE-EMPLOYMENT 5 PANEL LAB TEST, COLLECTION FEE, SHIPPING ON-SITE COLLECTION SITE FEE THIRD PARTY	400.0000	EA	46.0000	18,400.00
4	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED IN-NETWORK COLLECTION FACILITY	50.0000	EA	42.0000	2,100.00
5	REASONABLE SUSPICION 10 PANEL LAB TEST, COLLECTION FEE, SHIPPING DESIGNATED OUT OF NETWORK COLLECTION FACILITY	50.0000	EA	54.0000	2,700.00
6	BAT TESTING AT DESIGNATED IN-NETWORK COLLECTION FACILITY	100.0000	EA	32.5000	3,250.00
7	BAT TESTING AT DESIGNATED OUT OF NETWORK COLLECTION FACILITY	100.0000	EA	43.5000	4,350.00
8	OTHER COLLECTION SERVICES	1,500.0000	\$	1.0000	1,500.00
9	OTHER LAB SERVICES	1,500.0000	\$	1.0000	1,500.00
10	OTHER DRUG TESTING SERVICES	1,500.0000	\$	1.0000	1,500.00
11	DRUG TEST PRODUCTS	1,500.0000	\$	1.0000	1,500.00
12	LITIGATION FEES	4,500.0000	\$	1.0000	4,500.00
Total Order					75,300.00

DS
VC

BUYER INITIALS

Name	Address 1	Address 2	City	State
Bellevue Urgent Care	1307 Harlan Drive		Bellevue	NE
Blacktop Chiropractic	3335 W Wood River Rd	Ste B	Grand Island	NE
Grand Island Clinic	2444 W. Faidley Ave		Grand Island	NE
Prompt Care	1300 S. Locust	Suite A	Grand Island	NE
Quest Diagnostics-Lincoln	1001 S 70th St	Ste 111	Lincoln	NE
Lab Corp	630 N. Cotner Blvd	Ste 201	Lincoln	NE
Alpha Workforce Health	305 N. 37th Street		Norfolk	NE
EMSI-Omaha-EMSI-Omaha (Closed in August)	11717 Burt St.	Suite 101	Omaha	NE
Quest Diagnostics-Omaha	10020 Nicholas St	Ste 102	Omaha	NE
Drug Test Services	5426 S. 99th Street		Omaha	NE
Urgent Care Of Papillion	8419 So 73rd Plz	Suite 101	Papillion	NE
Any Lab Test Now	5362 S 72Nd St		Ralston	NE
Urgent Care of York	309 S Lincoln Ave		York	NE

ZIP Code	Phone Number	Fax Number	Blood Alc Collection	Observed Collection	Breath Alcohol Collection
68005	402-291-8701	402-291-8702	N	N	N
68803	402-741-1451	308-382-9276	N	N	N
68802	308-382-1100	308-385-0780	N	Y	Y
68801	308-381-3800	308-381-4040	N	Y	N
68510	402-327-9729	402-484-6451	Y	N	N
68505	402-484-8800	402-484-8808	Y	U	N
68701	402-370-3920	402-370-4101	N	Y	Y
68154	402-491-0442	402-491-0515	N	N	Y
68114	402-399-8365	402-399-8910	Y	N	N
68127	402-813-5720	402-339-2205	U	Y	Y
68046	402-991-9060	402-991-9052	N	N	N
68127	402-315-3600	402-315-3601	N	Y	N
68467	402-745-6279	402-991-9052	N	N	N

Electronic CCF	Regulated Electronic CCF	Appointment
N	N	N
Y	Y	N
N	N	N
N	N	N
Y	Y	Y
Y	Y	Y
Y	N	N
Y	N	N
Y	Y	Y
N	N	N
Y	N	N
Y	N	N
N	N	N

Hours of Operation
Drug Screen: M-Sa 8:00 am-8:00 pm Su 8:00 am-4:00 pm
Drug Screen: M-F 8:00 am-6:00 pm Sa 9:00 am-4:00 pm
Drug Screen: M-F 8:30 am-4:30 pm
Drug Screen: M-F 8:00 am-8:00 pm Sa 9:00 am-5:00 pm Su 9:00 am-5:00 pm
Drug Screen: M-F 8:00 am-11:30 am & 12:00 pm-3:30 pm
Drug Screen: M-F 8:00 am-5:00 pm closed 12:00 -1:00 lunch
Drug Screen: M-F 8:00 am-5:00 pm
Drug Screen: M-F 8:00 am-5:00 pm
Drug Screen: M-F 8:30 am-11:15 am & 12:00 pm-4:00 pm
Drug Screen: M-F 9:00 am-4:30 pm
Drug Screen: Sa,Su 9:00 am-3:00 pm
Drug Screen: M-Th 8:00 am-6:00 pm F 8:00 am-5:00 pm
Drug Screen: M-F 8:00 am-8:00 pm Sa 9:00 am-5:00 pm Su 1:00 pm-6:00 pm

Name	Address 1	Address 2	City
Boone County Medical Clinic	1019 S. 8th Street		Albion
Box Butte General Hospital	2101 Box Butte Ave		Alliance
Auburn Family Health Center	2115 14th Street	Suite 100	Auburn
Memorial Community Health	609 O. Street		Aurora
Husker Health	2320 N. 6th Street		Beatrice
Dundy County Hospital-Lab	1313 N. Cheyenne St		Benkelman
Memorial Community Hospital	810 N. 22nd Street		Blair
Morrill County Community Hospital	1313 S. Strut		Bridgeport
Melham Medical Center (wont store supplies)	145 Memorial Dr		Broken Bow
NioTest LLC	MOBILE ONLY		Casper
Chadron Community Hospital	825 Centennial Dr		Chadron
Occupational Health	3005 19th Street	Suite 300	Columbus
Avera Medical Group- Creighton	1503 Main Street		Creighton
Butler County Clinic	336 S. 9th Street		David City
Franklin Memorial Hospital	1406 Q. Street		Franklin
MedExpress Urgent Care	1240 E. 23rd Street		Fremont
Fremont Health	450 E. 23rd St		Fremont
Midlands Testing Services	MOBILE ONLY		Fremont
Prairie Fields Family Medicine	350 W. 23rd Street	Suite A	Fremont
Filmore County Hospital	1900 F. Street		Geneva
CHI-Health St. Francis	2620 W. Faidley Ave		Grand Island
Physician Urgent Care	425 N. Diers Ave		Grand Island
Twin Rivers Urgent Care-Grand Island	720 N Webb Rd		Grand Island
Midlands Testing Services	MOBILE ONLY		Grand Island
Perkins County Health Services	900 Lincoln Ave		Grant
Gordon Memorial Hospital	300 E. 8th Street		Gordon
Avera Medical Group-Harington	405 W. Darlene		Harington
Mary Lanning Healthcare	715 N. St Joseph		Hastings
Murray Natural Health	1934 W. 2nd		Hastings
Twin Rivers Urgent Care-Hastings	3203 Osborne Dr W	Suite 101	Hastings
THAYER COUNTY HEALTH SERVICES	120 PARK AVE		HEBRON
Phelps Medical Group	1315 Tinnals St		Holdrege
Family Medical Specialties	516 W. 14th Ave	Suite 100	Holdrege
Melissa Memorial Hospital	1001 E. Johnson Street		Holyoke
Chase Community Hospital	600 W. 12th Street		Imperial
Sedgwick County Health	900 Cedar St		Julesburg
CHI-Health Good Samaritan (Can only do Non-DOT)	10 E. 31st St		Kearney
Kearney Clinic	211 W. 33rd Street		Kearney
WPCI-Kearney	2504 E. Highway 30		Kearney
KIMBALL HEALTH SERVICES	505 S Burg St		Kimball
WyoMed Lab	204 McCollum S	Suite 105	Laramie
Lexington Regional Health Center	1201 N. Erie Street		Lexington
Company Care	5000 N. 26th Street	Suite 200	Lincoln
Heartland Toxicology	4110 C Street		Lincoln
Nebraska Occupational Health (No longer in business)	4451 N. 26th Street	Suite 1000	Lincoln
Midlands Testing Services	MOBILE ONLY		Lincoln
Midlands Testing Services	MOBILE ONLY		Lincoln
DIVERSIFIED DRUG TEST	MOBILE ONLY		Lincoln
NioTest LLC	MOBILE ONLY		Lusk
Midlands Testing Services	MOBILE ONLY		Lusk
Midlands Toxicology	319 Norris Ave	Suite A	McCook
Quality Urgent Care	3 Bison Holiday Dr		McCook
Sandhills Family Medicine (NO LONGER DOT CERT.)	207 W. 4th Street		Mullen
AMMH Family Practice	109 W. 11th St		Neligh

Norfolk Works (No Longer Doing collections)	301 N. 27th Street		Norfolk
Faith Regional Health Services	2700 W Norfolk Ave		Norfolk
Alpha Workforce Health	305 N. 37th Street		Norfolk
Pathology Services PC (No longer doing collections 2.28.2020)	500 W. Leota	Suite 200	North Platte
Twin Rivers Urgent Care-North Platte	220 W. Leota St		North Platte
Midlands Testing Services	611 W. Francis St		North Platte
Family Medical Center	221 E. 10th		Ogallala
Ogallala Community Hospital	2601 N. Spruce St		Ogallala
Comp Choice	8630 F Street		Omaha
Integrated Rehab	4832 S. 24th Street		Omaha
Midlands Testing Services	MOBILE ONLY		Omaha
Medical Enterprise Inc	10404 Essex Ct		Omaha
Avera St. Anthony's Lab	300 N. 2nd Street		O'Neil
Valley County Health System	2707 L Street		Ord
Regional West Garden County Hospital	1100 W. 2nd		Oshkosh
Midlands Testing Services	MOBILE ONLY		Pickrell
CHI-Health Plainview	704 N. 3rd St		Plainview
Webster County Hospital	621 N Franklin St		Red Cloud
Sabetha Community Hospital	Oregon St & S 14th St		Sabetha
Quick Care Medical Services	3210 Ave	Suite B	Scottsbluff
WPCI-Scottsbluff	1124 Broadway	Suite A	Scottsbluff
Seward Family Medical Center	250 N. Columbia		Seward
Twin Rivers Urgent Care-Seward	510 Bradford St		Seward
Sidney Regional Medical Center	1000 Pole Creek Crossing		Sidney
Unity Point-Sunnybrook	5885 Sunnybrook Dr		Sioux City
Unity Point Clinic-Riverside	4230 War Eagle Dr		Sioux City
Brodstone Hospital	520 E. 10th Street		Superior
First Health Center	333 N. Maple St		Sutherland
Tecumseh Family Health	202 High Street		Tecumseh
Valentine Medical Clinic	502 N. Cherry St		Valentine
Saunders Medical Center	1706 CR J		Wahoo
Faith Regional/Wayne Family Medicine	615 E. 14th Street		Wayne
Saint Francis Memorial	430 N Monitor		West Point
Larry's Mobile Collection	MOBILE ONLY		Wood River
Yankton Medical Group	1104 W. 8th Street		Yankton
York General Hospital	2222 N. Lincoln Ave		York
York Medical Group	2114 N. Lincoln Ave	Suite A	York

State	ZIP Code	Phone Number	Fax Number	Observed Collection	Breath Alcohol Collection
NE	68620	402-395-5013	402-395-2180	Y	N
NE	69301	308-762-6660	308-762-1923	U	Y
NE	68305	402-274-4993	402-274-4905	Y	N
NE	68818	402-694-3191	402-694-2146	Y	N
NE	68310	402-228-9292	402-228-9191	Y	Y
NE	69021	308-423-2204 ext	308-423-2208	Appointment	N
NE	68008	402-426-1142	402-426-1195	N	Y
NE	69336	308-262-1616 ext	308-262-1210	Y	Y
NE	68822	308-872-4131	402-872-4135	U	Y
WY		307-216-0490		Y	Y
NE	69337	308-432-0273	308-432-0447	Y	Y
NE	68601	402-562-4480	402-562-3267	Y	Y
NE	68729	402-358-5700	402-358-5797	N	N
NE	68632	402-367-3193	42-367-3261	U	N
NE	68939	308-425-6221	308-425-3657	Y	SALIVA
NE	68025	402-721-8668	402-721-0794	U	Y
NE	68025	402-727-3841	402-941-7365	Y	Y
NE	68025	402-983-9590		U	Y
NE	68025	402-721-7077	402-753-6056	U	Y
NE	68361	402-759-4568	402-759-4482	Y	Y
NE	68803	308-398-5634	308-398-5383	U	Y
NE	68803	308-389-3278	308-382-1149	U	Y
NE	68803	308-384-2500	308-384-2565	Y	Y
NE	68803	402-983-9590		U	Y
NE	69140	308-352-7206	308-352-7298	Y	N
NE	69343	308-282-6187	308-282-6188	U	N
NE	68739	402-254-3935	402-254-2393	U	SALIVA
NE	68901	402-461-5182	402-463-1485	Y	Y
NE	68901	402-463-4257	402-463-4259	Y	Y
NE	68901	402-834-1005	402-303-1022	Y	Y
NE	68370	402-768-6041	402-768-4672	U	N
NE	68949	308-995-6111	308-995-9868	U	Y
NE	68949	308-995-3250	308-995-5306	Y	N
CO	80734	970-854-2241	970-854-3834	U	Y
NE	69033	308-882-7241	308-882-7281	U	N
CO	80737	970-474-3323	970-474-3454	Y	Y
NE	68847	308-865-7975	308-865-2908	N	N
NE	68845	308-865-2141	866-880-8201	Y	Y
NE	68847	308-237-1248	308-237-4142	U	Y
NE	69145	308-235-1959	308-235-1969	Y	Y
WY	82070	307-721-5111	307-745-5732	U	Y
NE	68850	308-324-8592	308-324-8313	Y	Y
NE	68521	402-475-6656	402-742-8419	Y	Y
NE	68510	402-890-6610	402-489-8786	Y	Y
NE	68521	402-476-2600	402-476-2604	Y	Y
NE	68503	402-983-9590		U	Y
NE	68504	402-983-9590		U	Y
NE	68516	(402)484-7281	(402)484-0124	Y	Y
Wy		307-340-1646		Y	Y
WY	82225	402-983-9590		U	Y
NE	69001	308-345-3303	308-345-3363	Y	Y
NE	69001	308-345-7036	308-345-7039	Y	Y
NE	69152	308-546-2213	308-546-2263	Y	N
NE	68756	402-887-5440	402-887-4564	U	N

NE	68701	402-844-8033	402-844-8050	Y	Y
NE	68701	402-371-4880			
NE	68701	402-370-3920	402-370-4101	Y	Y
NE	69101	308-534-5244	308-534-8718	Y	Y
NE	69101	308-534-2900	308-534-2903	Y	Y
NE	69101	308-534-2532	308-534-5815	U	Y
NE	69153	308-284-8421	308-284-2821	Y	N
NE	69153	308-284-7285	308-284-7287	U	Y
NE	68127	402-898-5600	402-898-5605	Y	Y
NE	68107	402-502-1819	402-315-9994	Y	Y
NE	68114	402-983-9590		U	Y
NE	68114	402-393-8826	402-393-8946	Y	Y
NE	68763	402-336-5109	402-336-5169	Y	N
NE	68862	308-728-4318	308-728-3412	U	Y
NE	69154	308-772-3283	308-772-3071	U	N
NE	68422	402-983-9590		U	Y
NE	68769	402-582-4245	402-582-4298	N	N
NE	68970	402-746-5602	402-746-5649	U	Y
KS	66534	785-284-1530	785-284-3673	Y	Y
NE	39361	308-630-0800	308-630-0842	Y	Y
NE	69361	308-632-7411	308-632-6727	U	Y
NE	68434	402-646-4606	402-646-4665	Y	Y
NE	68434	531-727-2893	531-727-2896	Y	Y
NE	69162	308-254-5825	308-254-6304	U	Y
IA	51106	712-266-2767	712-224-4303	Y	Y
IA	51109	877-412-4290	712-224-4303	Y	Y
NE	68978	402-879-3281	402-879-4367	Y	Y
NE	69165	308-386-4799	308-386-4343	U	N
NE	68450	402-335-2811	402-335-2826	U	N
NE	69201	402-376-2200	402-376-2219	U	Y
NE	68066	402-443-41941 e	402-443-4000	Y	Y
NE	68787	402-375-2500	402-375-2710	Y	Y
NE	68788	402-372-4055	402-372-6773	Y	Y
NE	68883	308-390-2852	308-485-4199	Y	Y
SD	57078	605-665-7841	605-665-6992	Y	Y
NE	68467	402-362-0439	402-362-0468	Y	Y
NE	68467	402-362-2242	402-362-2944	Y	N

Electronic CCF	Regulated Electronic CCF	Appointment Scheduling	Hours of Operation
N	N	N	M-F 8:00-4:30
N	N	Y	M-F 8:00-4:00
N	N	Y	M-F 8:00-5:00
N	N	Y	M-F 8:00-5:00
N	N	Y	M-F 8:15-12:00 & 1:00-4:00
N	N	Y	M-F 7:00-5:00
N	N	Y	M-F 8:00-4:00
N	N	Y	M-F 8:00-5:00
N	N	Y	M-F 8:00-4:00
N	N	Y	MUST CALL
N	N	Y	M-F 9:00 10:00 & 1:30-2:30
N	N	N	M-F 8:00-5:00
N	N	Y	M-F 8:00-4:00
N	N	N	M-F 8:00-5:00
N	N	N	M-F 7:00-5:00
N	N	N	M-S 8:00-8:00
N	N	Y	M-F 7:00-3:30
N	N	N	MUST CALL
N	N	Y	MUST CALL
N	N	Y	M-F 8:00-5:00
N	N	Y	24/7
N	N	Y	MUST CALL
N	N	N	M-F 8:00-8:00 SAT 9:00-6:00 SUN 12:00-5:00
N	N	N	MUST CALL
N	N	Y	MUST CALL
N	N	Y	M-F 2:00-4:00 pm
N	N	Y	M-F 8:30-12:00 & 1:30-3:00
N	N	Y	M-F 7:00-5:30 SAT 8:00-12:00
N	N	BAT	M-F 8:00-11:30 & 1:30-5:30
N	N	N	M-F 8:00-8:00 SAT 9:00-6:00 SUN 12:00-5:00
N	Y	Y	M-F 9:00-5:00
N	N	Y	M-F 8:00-5:00
N	N	Y	M-F 9-10:30 & 1:30-3:00
N	N	Y	M-F 8:00-4:00 appointments required
N	N	Y	M-F 7:00-5:30 & SAT 7:00-12:00
N	N	Y	M-F 8:00-4:00
N	N	N	M-F 8:00-4:00
N	N	N	M-F 8:30-11:30 & 1:30-4:00
N	N	N	M-F 8:30-7 Saturday 8-12 Sunday 1-4
N	N	Y	MUST CALL
N	N	N	M-F 7:30-5:00
N	N	Y	M-F 8:00-5:00
N	N	N	M-F 7:00-4:00
N	N	N	24/7
N	N	N	M-F 7:00-6:00
N	N	N	MUST CALL
N	N	N	MUST CALL
N	N	Y	MUST CALL
N	N	Y	MUST CALL
N	N	N	MUST CALL
N	N	N	M-F 9:00-4:00
N	N	Y	M-F 9:00-7:00 SAT 8:00-4:00 SUN 1:00-3:00
N	N	Y	M-TH 9:00-4:30 F 9:00-10:00
N	N	Y	M-F 9:00-12:00 & 1:30-4:30

N	N	N	M-F 8:00-5:00
N	Y	N	M-F: 8:00-5:00
N	N	Y	M-TH 9:00-2:30 F 9:00-11:30
N	N	N	M-F 8:00-8:00 SAT 9:00-6:00 SUN 12:00-5:00
N	N	N	MUST CALL
N	N	Y	M-F 8:00-4:30
N	N	Y	T-TH 9:00-2:30
N	N	N	M-F 8:00-5:00
N	N	N	M-F 8:30-6:00
N	N	N	MUST CALL
N	N	Y	M-F 8:00-5:00
N	N	Y	M-F 7:00-5:00
N	N	Y	M-F 8:00-4:00
N	N	Y	M-F 8:00-4:00
N	N	N	MUST CALL
N	N	Y	M-F 7:00-5:00
N	N	Y	M-TH 9:00-2:00
N	N	N	M-F 8:00-4:00
N	N	N	M-F 7:00-7:00 SAT 7:00-4:00
N	N	N	M-Th 8-5 Friday 8-4
N	N	Y	M-F 10:00-2:00
N	N	N	M-F 8:00-8:00 SAT 9:00-6:00 SUN 12:00-5:00
N	N	Y	M-F 8:00-3:00
N	N	N	M-F 8:00-4:00
N	N	N	M-F 8:00-4:00
N	N	Y	M-F 9:00-2:00
N	N	N	M,W,TH 9:00-5:00 Closed 12:00-1:00
N	N	Y	MUST CALL
N	N	Y	MUST CALL
N	N	Y	M-F 8:00-4:30 SAT 9:00-12:00
N	N	Y	M-F 8:00-4:30
N	N	Y	M-F 7:30-3:30
N	N	Y	MUST CALL
N	N	N	M-F 8:00-5:00 SAT 8:30-11:00
N	N	Y	M-F 8:00-4:00
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
MMS2000334
Prepared on June 3, 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. "BAT" refers to trained Breath Alcohol Technicians.
2. "DER" refers to Designated Employer Representative.
3. "EAP" refers to Employee Assistance Program.
4. "EBT" refers to an evidential breath testing device.
5. "GPO" refers to Group Purchasing Organization.
6. "MRO" refers to Medical Review Officer.
7. "SAP" refers to Substance Abuse Professional.
8. "TPA" refers to a Third-Party Administrator.

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PREFIX B
SCOPE OF WORK FOR PRODUCTS AND SERVICES

Members may establish a work order process, in order to request Products and/or Services requested through the work order process are subject to all of the provisions of this Agreement. Described below is a **sample framework** for a drug testing program that may be utilized to develop a mutually agreed to *Scope of Work For Products And Services*.

1. Testing Types

- A. Vendor must follow and meet Non-DOT testing requirements as set forth by the 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 Member agencies' requirements nationwide (example: a Member may require 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 its Non-DOT requirements, and at the appropriate rate, to ensure that minimum annual random testing percentages are met.
 - c. The 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
 - vii. Confirmatory Testing
- C. Testing may occur at a Member authorized site, or at an authorized site away from the work location.
 - i. Vendor must meet specific requirements, as established by the Members.

Members may establish a work order process, in order to request Products and/or Services. Products and/or Services requested for through the work order process are subject to all of the provisions of this master Agreement.

2. Requirements for Drugs Testing

Non-DOT drugs testing cutoffs will be established by Members, and Vendor must be able to meet them, if Vendor agrees to provide testing services to Member.

- A. Vendor must conduct drug testing, while meeting the requirements 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 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. Additional considerations, based on Member specific requirements:

1. A Split Sample may be 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.
2. 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.

Additional requirements to those listed above, may be set forth by Members, and Vendor must be able to meet those, if Vendor agrees to service the Member.

3. Requirements for Alcohol Testing

Non-DOT alcohol testing cutoffs will be established by Members, and Vendor must be able to meet them, if Vendor agrees to provide testing services to Member.

A. Vendor must conduct alcohol testing, while meeting the requirements listed 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.
- 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 confirmation test must be conducted not less than fifteen (15) minutes after, nor more than thirty (30) minutes after the screening test.
- iv. 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.

Additional requirements to those listed above, may be set forth by Members, and Vendor must be able to meet those, if Vendor agrees to service the Member.

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.
- B. Obtain required information and complete tasks, as established by Member agency.
- 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 Member requirements.
- F. Provide 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 (printed and/or electronic).

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- 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 Infuse 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 Members.
- K. Upon request, provide assistance to DER with training.
- L. Provide training when requested by an agency, 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.
- M. Upon request, provide Reasonable Suspicion training.
- N. Provide secured electronic notification of tests results, or any other media, as required by Members, to each agency's DER.
- O. Upon request, consult with DER regarding trends and changes in drug and alcohol testing;
- P. Perform all the Services identified in *Attachment A* of this Agreement

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

We have learned from helping other states meet their own screening and regulatory requirements. Our partnerships with multiple leading screening fulfillment partners reduce overall costs for our clients through the collective buying power of a nationwide client community. This open marketplace creates competitive pricing for our clients that cannot be acquired individually.

Premier Biotech provides our clients with accurate and quality testing across multiple providers in a single technology platform. We have decades of experience in testing collections and protocol, and we pride ourselves on meeting our clients' needs over the long haul. Our expansive experience working with agencies throughout the country offer us the ability to identify trends, action on educational ventures based on national data.

Premier Biotech currently serves agencies in 29 states (including Department of Corrections, Department of Social Services, Department of Child and Family Services, and Department of Transportation in 7 of those states). If needed, we have the ability to scale and implement rapidly when needed, implementing two states in 30 days and the largest agency, Child Protective Services, in less than 45 days.

During the implementation process, best-practice consultation is a key element to the success of our programs. Premier Biotech will take an active role in helping review your current policy, testing methodologies, and panels and will develop a strategy for an employee education program to help the state maximize your resources. In addition, many states are moving from decentralized to centralized billing structures, and we have completed that conversion in many of the programs we have implemented.

Our team will work closely with you to propose and implement a drug and alcohol-testing program that adheres to your unique policy and compliance requirements. We can provide any drug and alcohol testing methods and services you might need including lab-based urine, hair and oral fluid testing as well as Point of Care/Collection Test (POCT) devices.

Customized Results Reporting & Case Management Solutions:

- Integration of reporting into records including Drug Court Case Management (DCCM)
- Daily detail on what was collected
- Detailed statistical reports by account, sub-account, time period, positivity rates
- Electronic chain of custody
- Assisting with the utilization of customized point of care options and laboratory testing
- Direct access toxicology support

Premier Biotech has multiple strategies to assist agencies in managing their drug and alcohol- testing program covering all testing scenarios and requirements.

Premier Biotech provides products and laboratory services in accordance with CAP, CLIA and SAMSHA guidelines with extensive experience and ability to meet all requirements and testing scenarios stated. We can support all facets of drug testing programs, including drug and alcohol testing program compliance, innovative leading products, software solutions, federal- and state-compliant background screening, HIPAA-compliant clinical testing, OSHA-compliant testing requirements, and much more.

Premier Biotech Labs

Premier Biotech Labs, LLC is a CLIA and CAP Forensic Drug Testing toxicology laboratory with customized solutions focused on delivering highest quality results, fast turn-around times, and exceptional customer service. Laboratory services include screening and LC-MS/MS confirmation testing for both urine and oral fluid specimen. Premier Biotech Labs, LLC combines state of the art, highly sensitive instrumentation with reliable methodology to ensure accurate, fast results.

Premier Biotech Labs is a CLIA and CAP Forensic Drug Testing Laboratory. All of our clinical specimens are processed in our forensic laboratory, requiring rigorous quality control and proficiency testing. Forensic laboratories require complete chain of custody, restricted access to the laboratory, and more frequent inspections.

Areas of focus include specimen accessioning, handling and analysis, routine review of lab personnel performance and procedure, maintenance of equipment and results review and reporting. We adhere to meeting or exceeding standards and requirements set by the federal government (CLIA), and state government. Premier Biotech Labs also has one of the industry's largest oral fluid testing panels with over 35+ drugs.

The Premier Biotech Labs business unit operates a laboratory specifically focused on providing flexible, customized testing options with exceptional customer service that includes verified, fast results. The laboratory provides flexible panel configuration and cutoff levels based on national and geographic usage trends.

Premier Biotech is constantly working with MMCAP members on improving the effectiveness of their screening programs. During the current contract period, the laboratory has added cost effective ETG, K2 Spice and Fentanyl panels to assist agencies monitor and address abuse of these drugs of abuse.

Our Certifying Scientists are highly trained and ready to assist with logistics, result interpretations, IT support, supplies, account set up, additional test requests and more while also communicating directly with the MRO as needed. Premier Biotech believes in offering real-time support for all member needs, when they need it. Regardless of the testing scenario (employment related testing, court-mandated testing, medication monitoring, etc.) or the reason for the test (random testing, reasonable suspicion, etc.) Premier Biotech provides a significant amount of support to our customers to help ensure a successful drug-testing program.

Focus on Service and Support

Premier Biotech will work closely with MMCAP Member's staff to ensure that all required policies/procedures that are specific to the Member's needs/requirements are incorporated into training and on-going continued education. Understanding the specific training requirements for the Member will be one of the items that we cover during the implementation process in our planning meetings.

Premier Biotech believes its testing capabilities are extensive and at the forefront of a constantly changing drugs of abuse landscape. Premier Biotech's commitment is to deliver the most innovative and comprehensive menu in drugs of abuse testing, while providing cutting-edge urine and oral fluid products, integrated software technology that allows for reporting on key metrics, inventory management and randomized testing solutions. To identify the expanse of our capabilities, we have provided the following testing capabilities.

Innovative Drugs of Abuse Products

Premier Biotech's product portfolio is completely customizable and includes the ability to test for specialty drugs including K2/Spice, Tramadol, Fentanyl, Cotinine (Nicotine), EDDP, Alcohol and more. Premier Biotech's innovative product solutions can test for all major drugs of abuse in both urine and oral fluid. Customizable configurations are available for the:

- **Premier Bio-Cup:** Urine test cup for major drugs of abuse as well as designer drugs and alcohol.
- **Premier Bio-Dip:** Urine test dip that covers major drugs of abuse as well as designer drugs and alcohol. Specialty single dips are also available.
- **OralTox:** The only FDA 510(k) Cleared, rapid oral fluid drug test to include an assay for Oxycodone. OralTox has 510(k) clearance for Amphetamine, Cocaine, Marijuana, Methadone, Methamphetamine, Opiates, Oxycodone and Phencyclidine.

We are intensely focused on research & development to proactively address the ever-changing trends in substance abuse and technology requirements for our customers. As a provider of drug testing solutions, it is Premier Biotech's duty to research and understand new drugs of abuse trends in order to proactively address the needs of the market. Through this knowledge, we have a better understanding of member/agency testing needs based on their geographic location/state. It is with this knowledge we are able to identify and customize panels that will be best suited.

OT-Scan - The Future in Drugs of Abuse Screening Technology

The OT-Scan mobile app from Premier Biotech provides an easy to use drug screen results capture process with a streamlined user interface (UI). Members/Collectors can utilize the mobile reader to capture and transmit the results alleviating added steps and human error. Results can however be captured and entered manually through Premier Biotech's secure online electronic results/retrieval software offerings.

The app offers the ability to push test results from our dedicated app portal directly into your company's IT systems. Data can be sent automatically or at requested intervals. Data is encrypted and securely transmitted between Premier Biotech and your computer system using HTTPS and REST web services. Access to the app and data will be handled using username/password authentication on login. This allows validation within the app.

- **Save time and reduce errors**
Accurate results without the need for manual interpretation or reporting
- **Electronic Consent**
Consent to test captured electronically with in-app signing capabilities

- **Device capture functionality**
Scanning functionality ties the test to the individual, alleviating user input
- **Secure result reporting**
Results are transmitted securely to designated portal for user access
- **In app tutorial and support**
Step by step instructions outline the process with quick access for support
- **Platform integration**
Integration capabilities with existing systems for data retrieval in real-time

AGREEMENT FOR MMCAP CONTRACT NO. MMS2000334

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 Products and 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 CHANGES

- 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:
 - i. Member name and Vendor-assigned account number for the Member;
 - ii. 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);
 - iii. Bill to and ship to address;
 - iv. Invoice date;
 - v. Vendor's SKU item number, Contracted Item name/description and packaging as associated with NDC number (if applicable to this Agreement);
 - vi. Unit price, quantity ordered, quantity shipped, extension (unit price multiplied by the quantity shipped), and total invoice price; and
 - vii. 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.
 - i. 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 closes 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 it not limited to the following information:
 - i. Original purchase order and invoice number,
 - ii. Itemized listing of Product(s) affected;
 - iii. Any new invoices associated with the credit; and
 - iv. 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 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 the 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:** Vendors will be responsible for processing file updates, or the files sent to the Vendor by MMCAP, which specify pricing for Products and Services.
 - 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's 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 STATUE, (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 OBTIES 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.
- 10.11 **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.

MMCAP Infuse Agreement No. MMS2000334
Premier Biotech

§ 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

Name: James Losinski
Signature: [Signature]
Date: 6/26/2020

COMMISSIONER OF ADMINISTRATION

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

Sara Turnbow

Name: Sara Turnbow
Signature: [Signature]
Date: 6/26/2020

ATTACHMENT A
PRICING

Non-DOT Program, Lab-Based, Self-Specimen Collection										
The following may affect pricing: Certified laboratory analysis, standard shipping fees to laboratory, collection supplies, data storage of results, user access to our proprietary result portal										
Matrice	Description	Product ID	Unit of Measure	Pricing	Discount 10 Calendar Days (%)	Discount 20 Calendar Days (%)	Discount 30 Calendar Days (%)			
Urine	The following drugs can be combined to create the drug panels below: Amphetamine, Barbiturates, Benzodiazepine, Buprenorphine, Cannabinoid (THC), Cocaine, EDDP, Methadone, Methamphetamine, Opiates, Oxycodone, Phencyclidine, Propoxyphene. All tests include Specimen Validity Testing: Specific Gravity, pH, Oxidants, Creatinine	Varies	Each		NA	NA	NA			
	1 - 4 Panel Screen			\$6.75						
	5 Panel Screen			\$7.05						
	6 Panel Screen			\$7.35						
	7 Panel Screen			\$7.65						
	8 Panel Screen			\$7.95						
	9 Panel Screen			\$8.25						
	10 Panel Screen			\$8.55						
	11 Panel Screen			\$8.85						
	12 Panel Screen			\$9.15						
	13 Panel Screen			\$9.45						
	LC-MS/MS Confirmation of Positive Screen - Standard Drugs			\$15.00						
	Specialty Add-On Drug Testing Screens:									
	Specialty Drugs below may be added to the Standard set of drugs listed above. The price below would be added to the selected panel above.									
	Add-On: 6-AM(heroin), Carisoprodol, Ecstasy, EtG, Fentanyl, Methaqualone, K2, Tramadol			\$1.50						
	Add-On: Gabapentin			\$8.00						
	Straight to Confirmation Testing:									
	Ethanol, Urine	Varies		\$35.80						
	LC-MS/MS Urine Confirmation per Drug			\$19.95						
	Expanded K2 Screen (LC-MS/MS)			\$29.00						
	Expanded K2 Confirm (LC-MS/MS)			\$34.00						
	Expanded K2/Kratom/Bath Salts Screen + Auto Confirm			\$59.00						
	Bath Salts LC-MS/MS Confirm			\$34.00						
	Designer Opiate LC-MS/MS Confirm			\$34.00						
	Kratom LC-MS/MS Confirm			\$34.00						
	D/L Methamphetamine Separation (Methamphetamine Positives)			\$39.00						
	LC-MS/MS Confirmation Drug test def 1-7 classes (Urine)			\$80.00						

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LC-MS/MS Confirmation Drug test def 8-14 classes (Urine)			\$110.00			
LC-MS/MS Confirmation Drug test def 15-21 classes (Urine)			\$140.00			
LC-MS/MS Confirmation Drug test def 22+ classes (Urine)			\$170.00			

The following may affect pricing: Certified laboratory analysis, standard shipping fees to laboratory, collection supplies, data storage of results, user access to our proprietary result portal

Matrice	Description	Product ID	Unit of Measure	Pricing	Discount 10 Calendar Days (%)	Discount 20 Calendar Days (%)	Discount 30 Calendar Days (%)	
Oral Fluid	The following drugs can be combined to create the drug panels below: Amphetamine, Barbiturates, Benzodiazepine, Buprenorphine, Cannabinoid (THC), Cocaine, Methadone, Methamphetamine, Opiates, Oxycodone, Phencyclidine.	Varies	Each		NA	NA	NA	
	1 - 4 Panel Screen			\$7.00				
	5 Panel Screen			\$7.30				
	6 Panel Screen			\$7.60				
	7 Panel Screen			\$7.90				
	8 Panel Screen			\$8.20				
	9 Panel Screen			\$8.50				
	10 Panel Screen			\$8.80				
	11 Panel Screen			\$9.10				
	LC-MS/MS Confirmation of Positive Screen			\$17.50				
	Oral Fluid Collection Device			\$3.00				
	Specialty Add-On Drug Testing Screens:							
	Specialty Drugs below may be added to the Standard set of drugs listed above. The price below would be added to the selected panel above.							
	Add-On: 6-AM(heroin), Carisoprodol, Ecstasy, EtG, Fentanyl, Methaqualone, K2, Tramadol	Varies	Each	\$1.50				
	Add-On: Fentanyl			\$2.95				
	Straight to Confirmation Testing:							
	LC-MS/MS Oral Confirmation per Drug - Lab Based Collector	Varies	Each	\$25.00				
	LC-MS/MS Oral Confirmation per Drug - OralTox Confirmation			\$35.00				
	Oral Fluid Collection Device - Required for Oral Screen			\$3.00				
	LC-MS/MS Confirmation Drug test def 1-7 classes (Oral)			\$80.00				
	LC-MS/MS Confirmation Drug test def 8-14 classes (Oral)			\$110.00				
	LC-MS/MS Confirmation Drug test def 15-21 classes (Oral)			\$140.00				
	LC-MS/MS Confirmation Drug test def 22+ classes (Oral)			\$170.00				

LC-MS/MS Confirmation Drug test def 15-21 classes (Urine)	\$25.00		
LC-MS/MS Confirmation Drug test def 22+ classes (Urine)	\$35.00		

The following may affect pricing: Certified laboratory analysis, standard shipping fees to laboratory, collection supplies, data storage of results, user access to our proprietary result portal

Matrice	Description	Product ID	Unit of Measure	Pricing	Discount 10 Calendar Days (%)	Discount 20 Calendar Days (%)	Discount 30 Calendar Days (%)
Hair	<i>The following drugs can be combined to create the drug panels below: Amphetamine, Barbiturates, Benzodiazepine, Buprenorphine, Cannabinoid (THC), Cocaine, Methadone, Methamphetamine, Opiates, Oxycodone, Phencyclidine.</i>	Varies	Each		NA	NA	NA
	5 Panel			\$51.00			
	6 Panel			\$55.00			
	7 Panel			\$59.00			
	7 Panel Exposure			\$79.00			
	7 Panel Exposure + Fentanyl			\$99.00			
	7 Panel Exposure + Extended Opiates			\$89.00			
	8 Panel			\$63.00			
	9 Panel			\$67.00			
	10 Panel			\$71.00			
	10 Panel Exposure			\$99.00			
	10 Panel Exposure + Fentanyl			\$119.00			
	10 Panel Exposure + Extended Opiates			\$109.00			
	11 Panel			\$135.00			
	12 Panel			\$165.00			
	13 Panel			\$205.00			
	14 Panel			\$255.00			

Shipping: Overnight Shipping using Fed-Ex is included in the prices above provided that there are ten (10) samples per Laboratory Bag. If there are fewer than ten (10) samples per Laboratory Package, additional shipping charges will apply. Shipping Charges not to exceed \$12 per Laboratory Package.

Urine and Oral Fluid bundled pricing: Available upon request. Pricing based upon volume and positivity rates.

Other: Premier Biotech is committed to adding additional products/services and will update additional panels as needed by MMCAP Agencies. Please reach out to Premier Biotech to facilitate additional testing needs.

Non-DOT Program, Lab-Based, All-Inclusive with Specimen Collection Services and Auto-Confirmation							
Matrice	Description	Product ID	Unit of Measure	Pricing	Discount 10 Calendar Days (%)	Discount 20 Calendar Days (%)	Discount 30 Calendar Days (%)
Breath	<i>Alcohol</i> Breath Testing fee (per test administrated) Random Program Administration (if applicable) Imaging, indexing, and storage of Custody Control Form, User access to our proprietary result portal, Data Storage of results	Varies	Each	\$55.00	NA	NA	NA
Urine	Urine Collection fee (variable network fees apply), Certified laboratory analysis, GC/LC/MS/MS confirmation, Random Program Administration (if applicable), Standard shipping fees to laboratory, Collection Supplies, Data Storage of results, User access to our proprietary result portal						
	5 Panel			\$53.00			
	6 Panel			\$54.00			
	7 Panel			\$55.00			
	8 Panel			\$56.00			
	9 Panel			\$57.00			
	10 Panel			\$60.00			
	11 Panel			\$62.00			
	12 Panel			\$64.00			
	13 Panel			\$66.00			
	14 Panel			\$68.00			
Hair	Hair Collection fee (variable network fees apply), Certified laboratory analysis, GC/LC/MS/MS confirmation, Random Program Administration (if applicable), Standard shipping fees to laboratory, Collection Supplies, Data Storage of results, User access to our proprietary result portal						
	5 Panel			\$71.00			
	6 Panel			\$75.00			
	7 Panel			\$79.00			
	7 Panel Exposure			\$99.00			
	7 Panel Exposure + Fentanyl			\$119.00			
	7 Panel Exposure + Extended Opiates			\$109.00			
	8 Panel			\$83.00			
	9 Panel			\$87.00			
	10 Panel			\$91.00			
	10 Panel Exposure			\$119.00			
	10 Panel Exposure + Fentanyl			\$139.00			
	10 Panel Exposure + Extended Opiates			\$129.00			
	11 Panel			\$155.00			
	12 Panel			\$185.00			

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Oral	13 Panel			\$225.00			
	14 Panel			\$275.00			
	Oral fluid Collection fee (variable network fees apply), Certified laboratory analysis, GC/LC/MS/MS confirmation, Random Program Administration (if applicable), Standard shipping fees to laboratory, Collection Supplies, Data Storage of results, User access to our proprietary result portal						
	5 Panel			\$57.00			
	6 Panel			\$58.00			
	7 Panel			\$59.00			
	8 Panel			\$61.00			
	9 Panel			\$62.00			
	10 Panel			\$65.00			
	11 Panel			\$74.00			
	12 Panel			\$83.00			
	13 Panel			\$92.00			
	14 Panel			\$92.00			
	Oral Fluid Collection Device			\$3.00			

Services Pricing							
Vendor may incorporate additional Services during the term of the Contract, through the process of amendment.							
Service	Description	Product ID	Unit of Measure	Pricing	Discount 10 Calendar Days (%)	Discount 20 Calendar Days (%)	Discount 30 Calendar Days (%)
MRO Services	Medical Review Officer (MRO) Services - The Medical Review Officer(s) will meet all qualifications set forth in the Regulations. The MRO(s) is completely independent of the laboratory to ensure that there is no conflict of interest and is performed under all DOT drug testing scenarios. The MRO(s) will 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.	Varies	Per Test	\$2.85	NA	NA	NA
Regulatory Policy Review	Premier will thoroughly review your existing policy to ensure the policy meets your goals and contains the necessary components of a compliant policy.	Varies	Per Hour	\$125.00			

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Legal Consultation	<i>Legal consultation is provided at an agency's request for reasons such as legal challenges to test results, regulatory questions, etc.</i>	Varies	Per Hour	\$400.00	NA	NA	NA
Technical Expert Testimony (MRO, Toxicology, BAT, other staff)	<i>Premier will ensure that any laboratory selected to perform analysis of specimens maintains, at least one qualified forensic toxicologist available to provide complete litigation assistance (including a standard litigation package and expert witness testimony (video) should the testing procedures be legally challenged). Legal consultation is provided at an agency's request.</i>	Varies	Per Hour	\$200.00	NA	NA	NA
Litigation Assistance	<i>We can prepare a comprehensive litigation package as needed.</i>	Varies	Per Hour	\$400.00	NA	NA	NA
Reasonable Suspicion Training	<i>We will ensure that any laboratory selected to perform analysis of specimens maintains, at least one qualified forensic toxicologist available to provide complete litigation assistance (including a standard litigation package and expert witness testimony (video) should the testing procedures be legally challenged). Legal consultation is provided at an agency's request.</i>	Varies	Per Student	\$20.00	NA	NA	NA
Mock Audits	<i>Premier performs mock audits for multiple reasons. Collection site audits are performed directly by Premier and can be completed with scheduled notice. Audit results can be presented to agencies with details of necessary improvements or passing notes. For more complete DOT program evaluation, Premier will refer to a qualified partner, Compliance Systems LLC, a group that specializes in regulatory compliance. Compliance Systems utilizes the same compliance checking methods and software technology that is used by the USDOT.</i>	Varies	Per Hour	\$100.00	NA	NA	NA
SAP	<i>We partner with American Substance Abuse Professionals® (ASAP), a leading provider of nationwide Substance Abuse Professional (SAP) referral and compliance services, to provide SAP services to Premier client companies. With over 12 years' experience and a reputation for excellence, ASAP is committed to upholding public safety by providing comprehensive services according to current DOT 49 CFR Part 40 guidelines for SAP referral and compliance services. ASAP maintains updated files on all qualified network SAPs with copies of the appropriate licensure, resume and application documenting provider experience in the field, qualification training and CEUs.</i>	Varies	Per Referral	\$550.00/Referral	NA	NA	NA

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EAP	Education materials required under 49CFR Part 40.303 as related to compliance with applicable requirements established between the Substance Abuse Professional and the employer.	Varies	Per Packet	\$25.00/ Packet	NA	NA	NA
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Additional Services			
Merchant Fee:	Varies	Web Transaction	\$6.00
Credentialing Case Management:	Varies	Subscriber per annum	\$25.00
Collection Only: Sample collection only	Varies	Each	\$35.00
Shipping Fees: Overnight and rush orders	Varies	Per Order	\$40.00
Refusals to Test: Donor refusal to test	Varies	Each	\$28.00
Confirmation Add-on: Agency positive rate above 8%	Varies	Each	\$25.00
Direct Observation: Mandatory urine collections	Varies	Each	\$25.00
Re-analysis - (donor requested) at second laboratory	Varies	Each	\$225.00
Expert Witness Testimony	Varies	Per Day + Expenses	\$600.00
Court Testimony - Collector or record custodian called to appear in court by subpoena	Varies	Hour	\$125.00
After Hours On-Site: Any collection performed outside normal business hours (8AM to 5PM) - Scheduled 24hrs advance	Varies	Hour	\$100.00
After Hours On-Site: Any collection performed outside normal business hours (8AM to 5PM) - Unscheduled	Varies	Hour	\$175.00
Mileage Rate - At current federal rate	Varies	Mile	Fed. Rate
Instant Testing/POCT Deposit: Sent to Collection Site	Varies	Per Device	\$5.00
Custody Control Forms: Custom Print/Instant Testing	Varies	Per Form	\$0.75
Data Entry Fee: Administrative/storage/reporting	Varies	Per Test	\$5.00
Document Management Fee	Varies	P/Doc.	\$5.00
Notary: Legal documents or records	Varies	P/Doc	\$3.00
MRO Review - Review of all results, both positive and negative	Varies	Each	\$2.85
MRO Review - Positive Only or POCT	Varies	Each	\$35.00
Litigation Package: MRO	Varies	Each	\$100.00
Litigation Package: Lab	Varies	Each	\$325.00

Products Pricing						
Vendor may incorporate additional Products during the term of the Contract, through the process of amendment.						
Descripti on	Service ID	Unit of Measu re	Pricing	Discoun t 10 Calenda r Days (%)	Discoun t 20 Calenda r Days (%)	Discou nt 30 Calend ar Days (%)
Alcohol Testing Products				NA	NA	NA
QED Saliva Alcohol Test DOT	Varies	Each	\$12.00			
QED Saliva Alcohol Controls			\$40.00			
QED Saliva Alcohol Results Forms			\$1.50			
Disposable Breath Alcohol Tubes			\$2.50			
Urine Testing Products				NA	NA	NA
Premier Bio-Cups			\$2.25			
Premier Bio-Cup 4 Panel			\$2.50			
Premier Bio-Cup 5 Panel			\$2.75			
Premier Bio-Cup 6 Panel			\$3.00			
Premier Bio-Cup 7 Panel			\$3.25			

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Premier Bio-Cup 8 Panel	Varies	Each	\$3.60			
Premier Bio-Cup 9 Panel			\$3.75			
Premier Bio-Cup10 Panel			\$4.00			
Premier Bio-Cup 11 Panel			\$4.25			
Premier Bio-Cup 12 Panel			\$4.50			
Premier Bio-Cup 13 Panel			\$4.75			
Premier Bio-Cup 14 Panel			\$5.00			
Specialty Strips (Multi-Panel Cup Add-ons)						
Add K2 Strip	Varies	Each	\$0.50			
Add Alcohol Strip			\$0.75			
Add 3 panel adulterant			\$0.30			
add FYL and TRM			\$0.50			
add EtG, GAB K3 (AB Pinaca)			\$2.00			
Add SVT			\$0.30			
Add 2x3			\$0.60			
Premier Bio-Dips				NA	NA	NA
Premier Biotech Single Dip Cassette	Varies	Each	\$0.45			
Premier Bio-Dip Dip 2			\$0.85			
Premier Bio-Dip Dip 3			\$1.05			
Premier Bio-Dip Dip 4			\$1.25			
Premier Bio-Dip Dip 5			\$1.45			
Premier Bio-Dip Dip 6			\$1.65			
Premier Bio-Dip Dip 7			\$1.85			
Premier Bio-Dip Dip 8			\$2.05			
Premier Bio-Dip Dip 9			\$2.25			
Premier Bio-Dip Dip 10			\$2.45			
Premier Bio-Dip Dip 11			\$2.65			
Premier Bio-Dip Dip 12			\$2.85			
Specialty Single Dips: GAB, EtG, K2			\$4.00			
Specialty Strips (Multi-Panel Dip Add-ons)				NA	NA	NA
Add K2 Strip	Varies	Each	\$0.50			
Add Alcohol Strip			\$0.75			
Add 3 panel adulterant			\$0.30			
add FYL and TRM			\$0.50			
add EtG, GAB K3 (AB Pinaca)			\$2.00			
Add SVT			\$0.30			
Add 2x3			\$0.60			
Oral Fluid Testing Products				NA	NA	NA
OralTox 5	Varies	Each	\$5.00			
OralTox 6			\$5.50			
OralTox 7			\$6.00			
OralTox 8			\$6.50			
OralTox 9			\$7.00			
OralTox 10			\$7.50			
Additional Technologies				NA	NA	NA
O-Scan or U-Scan Reader App	Varies	Each	\$2.00/Read			
Hair Testing Products						
Infectious Diseases				NA	NA	NA
OraQuick HCV, 25 count	1001-0181	Each	\$18.80			
OraQuick HCV, 100 count	1001-0080		\$18.80			
OraQuick HCV, Controls	1001-0182		\$30.00			
OraQuick HIV, 25 count	1001-0079		\$11.30			
OraQuick HIV, 100 count	1001-0078		\$11.30			
OraQuick HIV, OTC	1001-0374		\$30.00			
OraQuick HIV, Controls	1001-0077		\$25.00			
QuickFlu	1001-0320		\$11.30			

Presumptive Drug Analysis (field test for drug solids)						
PIK Test Kit - Cocaine/crack	PIK-COC-10		\$17.50			
PIK Test Kit - Methamphetamine/ICE	PIK-MAX-10		\$17.50			
PIK Test Kit - Amphetamine (Adderall), Phentermine (Adipex)	PIK-AMP-10		\$17.50			
PIK Test Kit - Fentanyl (Durogesic)	PIK-FYL-10		\$19.95			
PIK Test Kit - Heroin, morphine, codeine, hydrocodone, hydromorphone	PIK-OPI-10		\$17.50			
PIK Test Kit - Heroin, morphine, codeine, hydrocodone, oxycodone, buprenorphine	PIK-HOB-10*		\$28.95			
PIK Test Kit - JWH-based compounds (018, 073)	PIK-K20-10		\$17.50			
PIK Test Kit - Alprazolam (Xanax), Diazepam (Valium), Clonazepam (Klonopin), Flunitrazepam (Rohypnol)	PIK-BZO-10		\$17.50			
PIK Test Kit - Marijuana, Hashish, THC oil	PIK-THC-10		\$17.50			
PIK Test Kit - Buprenorphine (Subutex, Suboxone)	PIK-BUP-10		\$17.50			
Narcotics Analysis reagen kit	NAR100		\$119.50			
Mayers Reagent for narcotic alkaloids	NAR10001		\$1.15			
Marquis Reagent for opium alkaloids	NAR10002		\$1.15			
Nitric Acid Reagent for heroin, morphine	NAR10003		\$1.15			
Cobalt-Thiocyanate Reagent for cocaine, crack	NAR10004	Each	\$1.15	NA	NA	NA
Dille-Kopanyi Reagent for barbiturates	NAR10005		\$1.15			
Mandelin Reagent for amphetamines	NAR10006		\$1.15			
Ehrlich's Reagent for hallucinogens	NAR10007		\$1.15			
Duquenois Reagent for marijuana, hashish, TMC	NAR10008		\$1.15			
NDB Reagent for marijuana, hashish, THC	NAR10009		\$1.15			
Poly Bags	NAR10010		\$0.25			
Acid Neutralizer NARK	NAR10011		\$5.00			
Polyethylene case	NAR10012		\$12.00			
Modified Cobalt-Thiocyanate Reagent for cocaine freebase crack	NAR10013		\$1.15			
PCP	NAR10014		\$1.15			
Methamphetamine	NAR10015		\$1.15			
Mecke's (modified)	NAR10016		\$1.15			
Talwin (Pentazocine)	NAR10018		\$1.15			
Ephedrine	NAR10019		\$1.15			
Nark Color Chart 5 x 7	NAR10020		\$6.75			
Special Opiates	NAR10022		\$1.15			
MDVP Reagent	NAR10024		\$1.15			
Mephedron Reagent	NAR10025		\$1.15			
GHB Reagent	NAR10028		\$2.30			
PCP, Methaqualone	NAR10029		\$1.15			
Psilocybin/Psilocin	NAR10030		\$1.15			
12 Pak Notebook Kit	NARK12PAK		\$44.95			
Marquis Reagent - General Screening	NARK2001		\$1.45			
Special Opiates - Synthetic Opiates	NARK20010		\$1.85			
Mecke's Reagent - All Heroin	NARK20011		\$1.85			
Talwin/Pentazocine	NARK20012		\$1.85			
Ephedrine/Pseudoephedrine	NARK20013		\$1.85			
Valium/ Rohypnol	NARK20014		\$1.85			
Sodium Nitroprusside - Meth/MOMA	NARK20015		\$1.85			
Progressive Identification Card	NARK20016		\$2.75			
ID Wall Chart	NARK20017		\$6.75			
Drug Field Test Results Log	NARK20018		\$0.60			
Mayers Reagent - Federal Screening	NARK20019		\$1.45			
Nitric Acid - Diff Heroin/Morphine	NARK2002		\$1.45			
KN Reagent - Marijuana (seeds/green plant) NDB Fast Blue B Salt	NARK20020		\$1.85			
GHB Reagent	NARK20021		\$3.75			
Mandelin Reagent - General Screening	NARK20022		\$1.45			

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Synthetic Cannabinoids (indole formulas) -V	NARK20023		\$1.85			
MDPV Reagent (Bath Salts)	NARK20024		\$1.85			
Mephedrone eagent (Bath Salts)	NARK20025		\$1.85			
A-PVP (Bath Salts)	NARK20026		\$1.85			
2C Reagent (N-BOMe) - \7	NARK20029		\$1.85			
Barbiturates Dille Koppanyl	NARK2003		\$1.85			
Psilocybin Reagent	NARK20030		\$1.85			
Liebermann Reagent - General Screening	NARK20031		\$1.45			
Mollies Reagent	NARK20032		\$1.45			
04-LSD	NARK2004		\$1.85			
05-Duquenois-Levine - Marijuana	NARK2005		\$1.85			
Acid Neutralizer NARKII	NARK2006		\$5.00			
NARKII Sixty Pack Kit	NARK20060		\$144.95			
Scott Reagent Modified (Cocaine)	NARK2007		\$1.85			
Methadone	NARK2008		\$1.85			
PCP/Methaqualone	NARK2009		\$1.85			
Narcotics Analysis Belt Kit	NARK200BK		\$19.95			
NARKII Customs Kit	NARK200CD		\$129.95			
NARKII International Kit	NARK200IK		\$275.00			
NARKII Meg Kit	NARK200MG		\$129.95			
NARKII Master Kit	NARK200MK		\$275.00			
NARKII Mollies Kit	NARK200ME		\$129.95			
Acid Neutralizer	NARK200N		\$9.50			
Port-A-Kit	NARK200PK		\$39.00			
Synthetic master kit	NARK200SN		\$275.00			
Patrol Kit	NARK200VC		\$29.50			
24-PAK notebook Kit	NARK24PAK		\$79.95			
Example Product SKUs for Varles						
OralTox 5 Panel	OT80504	N	\$5.00	NA	NA	NA
Premier Bio-Cup 5 Panel	PCA-5P-HC	A	\$2.50			

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 F
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.

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.

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 (<i>Codes will be assigned to PPV's during implementation period of the Contract</i>)
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

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.

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- 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/EVerifySubCertForm.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).