



**State of Idaho Contract Number PADD20210768  
Amendment No. 2**

**Parties**

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Redwood Toxicology Laboratory, Inc. 3650 Westwind Blvd Santa Rosa, CA 95403

**Contract Summary**

<b>Contract Name:</b> Drug Testing Kits <b>Contract Description:</b> Drug Testing Kits for the State of Idaho <b>Original Effective Date:</b> 4/23/2021 <b>Current Expiration Date:</b> 9/30/2025	<b>Current Contract Value:</b> \$375,000.00 <b>Estimated Lifetime Value:</b> \$375,000.00 <b>Contract Usage Type:</b> Open
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**Agency Contacts**

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

**Contractor Contacts**

Contact Name	Contact Phone	Contact Email
Andrew Gilberts	(707) 570-4477	<a href="mailto:andrew.gilberts@abbott.com">andrew.gilberts@abbott.com</a>

**Recitals**

1. The Parties entered into a Contract (PADD20210768) for Drug Testing Kits for the State of Idaho, effective April 23, 2021.
2. The Contract was amended on September 18, 2023, via Amendment No. 1, to renew the Contract.
3. The Contract was renewed on September 21, 2022, for a one-year period.
4. With this Amendment No. 2, the Parties desire to renew the Contract and obtain Contractor certification of Idaho 67-2347A, as further detailed below.

**Agreement**

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contract is renewed from October 1, 2024, to September 31, 2025.
2. Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or

company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

- 3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

**Department of Administration**

Signature: Jake Nay

Name: Jake Nay

Title: Contract Administrator

Date: September 30, 2024

**Redwood Toxicology Laboratory, Inc.**

Signature: DocuSigned by:  
Mary Tardel  
D43702611A5146C...

Name: Mary Tardel

Title: Director, Government Services

Date: September 30, 2024 | 4:43:38 PM CDT



**State of Idaho Contract Number PADD20210768  
Amendment No. 1**

**Parties**

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Redwood Toxicology Laboratory, Inc. 3650 Westwind Blvd Santa Rosa, CA 95403

**Contract Summary**

<b>Contract Name:</b> Drug Testing Kits <b>Contract Description:</b> Drug Testing Kits <b>Original Effective Date:</b> 4/23/21 <b>Current Expiration Date:</b> 9/30/2024	<b>Current Contract Value:</b> \$375,000.00 <b>Estimated Lifetime Value:</b> \$375,000.00 <b>Contract Usage Type:</b> Open
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**Agency Contacts**

Contact Name	Contact Type	Contact Email
Jake Nay	(208) 332-1600	Jake.nay@adm.idaho.gov

**Contractor Contacts**

Contact Name	Contact Phone	Contact Email
Andrew Gilberts	(707) 570-4477	andrew.gilberts@abbott.com

**Recitals**

1. The Parties entered into a Contract (PADD20210768) for Drug Testing Kits for The State of Idaho, effective 4/23/2021.
2. The Contract was renewed on 9/21/2022 for a one year period.
3. The Idaho Legislature created Idaho Code 67-2359 requiring certification by the Contractor.
4. With this Amendment No. 1, the Parties desire to renew the contract for one year and obtain Contractor certification of Idaho Code 67-2359, as further detailed below.

**Agreement**

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The contract is renewed from 10/1/2023 to 9/31/2024.
2. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.

- 3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

**Department of Administration**

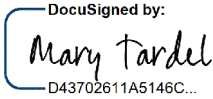
Signature: Jake Nay

Name: Jake Nay

Title: Contract Administrator

Date: 9/18/2023

**Redwood Toxicology Laboratory, Inc.**

Signature:  Mary Tardel

Name: Mary Tardel

Title: Director, Government Services

Date: 9/15/2023



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

Redwood Toxicology Laboratory, Inc.  
(a subsidiary of Abbott Laboratories)

MMS2000332

Prepared on October 2, 2020

Program Manager: Emilio Graulau

**PREFIX A****DEFINITIONS & ACRONYMS**

Are attached and incorporated into the Agreement

**Definitions**

1. **Affiliates:** has the meaning set forth in *Paragraph 10.4* of the Agreement.
2. **Administrative Fee:** Means three percent (3%) of the total Price paid (less any discounts and credits) by any Participating Member for a Contracted Item.
3. **Agreement, Contract, or Vendor Contract:** Means this agreement.
4. **Authorized Representative:**
  - A. **MMCAP Infuse:** Emilio Graulau, who may be reached at the following contact information: [emilio.graulau@state.mn.us](mailto:emilio.graulau@state.mn.us) , or their successor or designee. If the MMCAP's Authorized Representative changes at any time during this Agreement, the MMCAP will immediately notify Vendor in writing.
  - B. **Vendor:** Mary Tardel, who may be reached at the following contact information: [mary.tardel@abbott.com](mailto:mary.tardel@abbott.com), + 1(707) 570-4359, or their successor or designee. If the Vendor's Authorized Representative changes at any time during this Agreement, the Vendor will immediately notify MMCAP in writing.
5. **Contract Price or Price:** Means the price that the Vendor has agreed to provide the Contracted Items to MMCAP and its Membership as set forth in **Attachment A** and any subsequent amendment to this Agreement.
6. **Contracted Items:**
  - A. **Product(s):** means the products set forth in **Attachment A**.
  - B. **Services:** means the services set forth in **Attachment A**.
7. **Days:** Unless otherwise specified in this Agreement, all references to days will be calendar days.
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. **Participating Member:** has the meaning set forth in Section 4.1(B) of this Agreement.

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

**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 SERVICES**

**(Provided below is a sample framework for Products and/or Services. This program framework is subject to change by mutual agreement of Member and Vendor.)**

Members may establish a work order process in order to request Products and/or Services. 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. This framework may be utilized by Vendor and Participating Members to develop a mutually agreed upon Scope of Work tailored to their program. The program may include some, or all, components as described in this document. Vendor will introduce new Products and/or Services to MMCAP as they become available.

## 1. Testing Types

- A. Vendor must follow and meet Non-DOT testing requirements as set forth by the Members and described in this SOW, ***upon mutual agreement***.
- B. Vendor will provide, at a minimum, the following test types under this Agreement (*Member may choose the applicable test type(s) in their SOW*):
  - i. Non-DOT Testing for security sensitive positions in law enforcement (such as corrections, courts, probations and parole programs, police, deputy and state patrol departments), safety-sensitive positions (public works, air and maritime servants) and any other positions or programs requiring testing such as public assistance programs (Children & Family Services), Veterans Affairs (VA) homes, and Racing Commissions, among others. Tests or testing scenarios will include the following:
    - a. Pre-employment/Pre-placement Testing
    - b. Random Testing
    - a. *Vendor will provide random test selection services. Vendor will work with Member to provide random test selection in accordance with Member agencies' requirements. (System capabilities will depend on type of testing required and Vendor agency utilized—e.g. criminal justice testing may utilize random test selection capabilities via the ToxAccess system provided by Redwood Toxicology, employee testing may utilize random test selection capabilities via the MyeScreen system provided by eScreen.)*
    - b.
      - c. Post-accident Testing
      - d. Reasonable Suspicion Testing
      - e. Return-to-duty Testing
      - f. Follow-up Testing
      - g. Confirmatory Testing
  - ii. Criminal Justice Offender Testing, such as Department of Corrections inmate testing or Probationer/Parolee or Community Corrections Program compliance testing.
  - iii. Court-Ordered Testing, such as Drug Court & Specialty Court (DUI, Veteran's Treatment, Family Courts) Program Compliance Testing, Pre-Trial or Children & Family Services Program Compliance Testing.
  - iv. Clinical Testing (for the purpose of diagnosis or treatment) such as needed by Mental Health Services or Behavioral Health Services agency populations.
  - v. Human Performance Testing, such as needed by Police Departments for DUI/DUID and Sexual Assault cases.
  - vi. Postmortem Testing, such as needed by Coroners and Medical Examiners.
  - vii. Steroid & Athletic Testing

## 2. Requirements for Drug Testing

- A. Specimen Matrix: Available laboratory-based test matrices will include urine, oral fluid, and hair at a minimum.
  - i. *Additional matrix availability may be added to SOW, subject to the test type chosen/Vendor entity used—see Prefix C for Vendor entity descriptions. For example, bone or tissue testing is typically only available for postmortem test types which would be performed by Ascertain Forensics. Special cases may be arranged between Vendor and Member for the SOW or on a case-by-case basis.*
- B. Drugs & Methodologies: Standard urine, oral fluid, and hair drug tests will include an immunoassay screen (EIA, HEIA or ELISA) with available confirmation testing through gas chromatography-mass spectrometry



(GC-MS), gas chromatography-flame ionization detection (GC-FID), or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on the drug class. Testing cutoffs and methodologies may change as new technology or efficiencies are implemented.

- i. Specific drug (e.g. Cocaine) / drug class (e.g. Opiates) requirements may be included here by the Member.
  - ii. Confirmations may be performed automatically or upon request, depending on Member preference.
  - iii. Specific cutoff requirements may be included here. They may include Vendor's standard industry cutoffs or Member-requested cutoffs as mutually agreed upon.
  - iv. Specialty test availability and methodologies may be discussed and added into SOW as desired.
- C. **Results Reporting:** Vendor shall ensure that Members are provided the option to have results reported to the Member's DER in the following ways:
- i. Via a secure, password protected website (may include email notification when results are ready, depending on laboratory or division utilized);
  - ii. Via fax.
- D. **Drug test devices (on-sites) and Reagents:** Available drug testing products shall include rapid drugs of abuse test kits and reagents for multiple matrices.
- i. Features and availability may depend on test type chosen. For example, clinical testing environments may only use FDA 510k-cleared products while criminal justice offender testing environments may use "forensic use only" (FUO) products. Employment testing...
  - ii. Discuss specific configuration needs with Vendor to determine configuration availability.

### 3. Specimen Collection (when required):

- A. Vendor must meet specific requirements as established by the Members and mutually agreed upon by Vendor.
- B. **Collector Responsibility:** Specimen collection will/may occur (choose one or more of the following):
  - a. At the Member's site, collected by Member (self-collected);
  - b. At the Member's site, collected by Vendor/Vendor's subcontractor;
  - c. At Vendor's off-site location, collected by Vendor/Vendor's subcontractor (clinic-based);
  - d. In the field, collected by Member (self-collected);
  - e. In the field, collected by Vendor/Vendor's subcontractor (mobile/in-home or emergency).
- C. **Collection Requirements** (To be provided by Member and agreed upon by Vendor if Vendor-provided collections are required. These may include some of the following areas:
  - i. Observed, unobserved, or virtually observed requirement
  - ii. Gender considerations
  - iii. Other special requirements
- D. **Breath Alcohol Testing:**
  - i. Vendor must conduct alcohol testing, while meeting the requirements listed below (Member to insert any special breath alcohol testing requirements):

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 requirements at a minimum:

- A. Develop and maintain processes to support Member's drug and alcohol testing program by working with the DER at each Member agency or on an administrative level for a group of agencies.
- B. Provide test results to agency's DER or other authorized parties, including the ability to report electronically.
- C. Conduct and process laboratory tests within the time limitations set forth in the applicable Member requirements.
- D. Provide the services of a qualified MRO (if required for employment testing).
- E. Provide documented chain of custody process with applicable forms (printed and/or electronic).
- F. Provide qualified experts for appearance when requested by Members at administrative hearings for the purpose of providing testimony.
- G. Invoice Members and their identified MMCAP Infuse participating facilities bill-to addresses for Services rendered on behalf of that agency.
- H. Submit agreed-upon reports during business reviews, providing details on methodologies and results for each category of testing, as required by Members.

- I. Upon request, provide assistance to DER with training, including topics such as Reasonable Suspicion.
- J. Provide training when requested by an agency regarding any proposed electronic application to be used for specimen collection and results review. All records will become the property of the State of Minnesota and/or Members, upon the execution of the Agreement.
- K. Provide secured electronic notification of tests results as required by Members, to each agency's DER.
- L. Upon request, consult with DER regarding trends and changes in drug and alcohol testing;
- M. Perform all the Services identified in **Attachment A** of this Agreement

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

Vendor and its Affiliates are licensed and qualified to provide non-DOT drug testing products and services to the MMCAP Membership as follows:

**Redwood Toxicology Laboratory, Inc. (RTL)**

- Government Sector Focus:
  - **Criminal justice** clientele, including probation/parole, community corrections, sheriffs, work release, and youth authority programs.
  - **Court-ordered testing associated with compliance programs** such as child and family services, pre-trial diversion, and day reporting centers.
  - **Court-ordered testing associated with rehabilitation programs** such as drug courts, veteran courts, and treatment courts.
  - **Treatment testing (clinical)** associated with mental and behavioral health agencies, methadone clinics, departments of human services, public health, counseling and recovery centers.
  - **Schools, universities and racing commissions** including athletic program testing for steroids and other drugs. Human performance only.
- Licensure/Certification Held:
  - CLIA
  - SAMHSA
  - Various state-specific licensures, including an in-state licensure from the California Department of Public Health
- Special Features:
  - High volume urine and oral fluid laboratory testing
  - Direct sale of rapid test devices for self-administered tests, including non-instrumented drug test cups such as the iCup, panel-dip devices, and oral fluid devices.
  - Web-based drug testing program management system, ToxAccess, with interactive voice response (IVR) call-in and randomized scheduling capabilities for ongoing routine participant testing, electronic collections options, and drug test program participant compliance/monitoring features
  - Customer support includes direct access to ToxSupport team and toxicologists for interpretations, consultations, and court package or testimony requests.

**Ascertain Forensics at RTL (Ascertain)**

- Government Sector Focus:
  - **Forensic (non-clinical) toxicology testing for postmortem and human performance** cases
  - Typically used by police departments, sheriff's offices, highway patrol, coroners, and medical examiners for DUI/DUID, drug-facilitated crimes, and cause-of-death
- Licensure/Certification Held:
  - American Board of Forensic Toxicology (ABFT)-accredited
  - Recognized by the State of California as a Title 17 Forensic Alcohol Laboratory
  - Texas Forensic Science Commission Accreditation
  - Toxicologists are ABFT diplomates or fellows
- Special Features:
  - Comprehensive drug testing menu that includes testing in various matrices—urine, oral fluid, blood, tissue, vitreous fluid, bone, and more.
  - DUI/DUID specific panels
  - Drug-facilitated crimes specific panels

**eScreen, Inc. (eScreen)**

- Government Sector Focus:
  - **Non-DOT Employment with third-party collection administration requirements**, including:
    - State, county, and city human resources departments
    - Security sensitive positions in law enforcement (corrections, courts, probation/parole, police departments, deputy and state patrol departments)
    - Safety-sensitive positions (public works, air and maritime servants)
    - Racing commissions (employees only)

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

- Licensure/Certification Held:
  - CAP Forensic (CAP-FUDD)
  - CLIA
  - SAMHSA
  - Various additional state licensures.
  - Works hand-in-hand with Alere Toxicology Services
- Special Features:
  - Technology-enabled third-party administration of drug testing collections
  - National network of vetted on-site collectors consisting of over 2,500 company-employed collectors, contracted collectors, and mobile collection subcontractors, with on-site collections managed by the eScreen On-Site Collection Servicing Center.
  - Integrated web-based management system, MyeScreen, features a “closed loop” service ordering model that includes the ability to integrate not only laboratory testing, but also MRO review services, physical exams (ePhysical), electronic occupational health services, wellness and biometric screening, and electronic driver qualification file management (eDQ) into the employee screening process.
  - Includes automated hiring program solutions
  - Includes pre-employment, random testing, post-accident testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing options

### Alere Toxicology Services, Inc. (ATS)

- Government Sector Focus:
  - **Non-DOT Employment with self-collection or self-managed third-party collections**, including:
    - State, county, and city human resources departments
    - Security sensitive positions in law enforcement (corrections, courts, probation/parole, police departments, deputy and state patrol departments)
    - Safety-sensitive positions (public works, air and maritime servants)
    - Racing commissions (employees only)
  - **Schools and universities** including employee and student testing
- Licensure/Certification Held:
  - CAP Forensic (CAP-FUDD)
  - CLIA
  - SAMHSA
  - Various additional state licensures.
- Special Features:
  - Works hand-in-hand with eScreen for clients requiring third-party collections involvement or full-program administration for employee testing.
  - Typically uses a standard DOT test panel, follows SAMHSA-specific chain of custody protocols and cutoff levels, and automatically confirms positive results, although modifications may be requested as needed by a state, county, or city entity.
  - Electronic results reporting through AlereDataLink.
  - Customer support includes direct access to Team Orange and toxicologists for interpretations, consultations, and court package or testimony requests.

### Immunoanalysis Corporation (Immunoanalysis)

- Government Sector Focus:
  - **Agencies with self-operated drug testing laboratories or chemistry analyzers** such as crime labs, public health laboratories, and some corrections agencies
- Licensure/Certification Held:
  - Certified to ISO 13485:2016 industry standards for manufacturing and quality management
- Special Features:
  - Direct sale of products including:
    - ELISA (reagents)
    - Drug testing automation systems

<https://mmcap.infusa.ms.gov/contract/documents>  
**AGREEMENT FOR MMCAP CONTRACT NO. MMS2000332**

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 Redwood Toxicology Laboratory, Inc., a California corporation and subsidiary of Abbott Laboratories with an address of 3650 Westwind Blvd., Santa Rosa, California 95403. (“**Vendor**”).

**Contract Term:**

- A. **Effective Date:** October 5, 2020, or the date MMCAP obtains all required signatures as required under Minnesota Statute, whichever is later.
- B. **Expiration Date:** September 30, 2022, or the date the Contract is terminated pursuant to Article III whichever occurs first.
- C. The Contract Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

**AGREEMENT COMPONENTS**

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

1. **Prefix A:** Definitions & Acronyms
2. **Prefix B:** Scope of Work for Services
3. **Prefix C:** Vendor’s Statement of Capability for Services
4. **Attachment A:** Pricing
5. **Attachment B:** Shipping Policy
6. **Attachment C:** Vendor’s Return Policy
7. **Attachment D:** Required Reporting
8. **Attachment E:** Minnesota Statutory Language
9. **Attachment F:** Member Designation Form

**ARTICLE I**

**PRICING AND PRODUCTS**

- 1.1 **Products and Services.** Vendor shall, or shall cause its Affiliates, to provide the Products and mutually agreed Services set forth in **Attachment A** to MMCAP and its Participating Members when ordered on one or more occasion during the Contract Term.
- 1.2 **Fixed Pricing.** The Pricing for Contracted Items are listed in **Attachment A** and Vendor is not permitted to raise such Pricing during the initial two-year term of this Contract. Notwithstanding the foregoing and Paragraph 1.4, Vendor is permitted to continue to supply Participating Members Contracted Items at pricing effective as of the Effective Date provided such pricing is lower than that set forth in **Attachment A**.
- 1.3 **Member Fees.** In the event a Participating Member and Vendor agree that Vendor shall pay Member a fee (e.g., member levied procurement fee or system use fee), Vendor shall separately account for and pay such fee to Member. Such additional Member Fees are not deemed part of the Contract Price and will not be included in the basis for determining the Administrative Fee.
- 1.4 **Competitive Pricing.** If MMCAP Infuse reasonably determines during the Contract Term, that Vendor is offering pricing (net of discounts, credits, rebates, incentives and the like) for Contracted Items to a Participating Member that (A) is not pricing offered to such Participating Member prior to the Effective Date of this Agreement and (B) is more favorable than those set forth in **Attachment A**, MMCAP Infuse shall inform Vendor of such determination in writing, and the parties shall discuss MMCAP Infuse’s determination promptly, and no later than ten (10) days from receipt of MMCAP’s notice, if appropriate and mutually agreed, amend this Agreement to provide MMCAP Infuse similar pricing for the Contracted Items. The parties agree that the following factors shall be individually considered, *inter alia*, in determining if pricing is comparable: (i) length of contract; (ii) purchase commitments; (iii) product mix; (iv) sole, dual, or multi-source vendor relationship for drug testing products; (v) projected and actual testing volumes; (vi) shipping density and minimum shipment sizes; (vii) drug test positivity rates; (viii) data interface requirement; (ix) custom cut-off levels or drug panels; (x) location of customer (urban vs. rural) and access to national logistics and shipping providers (such as, without limitation, FedEx or UPS); (xi) requirements for drug collection services and the specifications for such services, such as, without limitation, geography, drug test collection volumes, hours

of operation, observed vs. unobserved collections and any concomitant same-gender collector requirements); (xii) any other factor materially impacting the cost of providing drug testing products and services raised by Vendor.

- 1.5 **Product Outages.** Vendor Product outages will be considered a failure to perform by the Vendor. Vendor agrees to inform MMCAP and its affected Participating Members within a commercially reasonable timeframe in the event of a backorder situation due to a Vendor-created Product stock outage, including providing the following information:
- A. the Products placed on backorder status;
  - B. the expected timeline of the backorder;
  - C. how the Vendor intends to resolve the backorder situation; and
  - D. alternative products Vendor offers that could reasonably be substituted for the affected Products.

## ARTICLE II

### PAYMENT AND DELIVERY

- 2.1 **Conditions of Payment.** All services provided by the Vendor under this Agreement must be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- 2.2 **Payment Method.** Vendor shall accept Electronic Funds Transfer (EFT) as a payment method under this Agreement from MMCAP and its Members.
- 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 by law on Vendor by accepting such payments.
- 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, shipments outside of the continental United States, 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 Products will occur within five (5) to seven (7) 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. Refer to **Attachment C**, Shipping Policy, for associated shipping costs.
  - 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. All claims must be made within thirty (30) days from date of invoice and applicable credits will be issued within (30) thirty business days.
  - D. Lost Products: All Products lost during delivery will be reported to Vendor's customer service department, and re-shipment of missing Product will occur immediately after notification. All claims must be made within 30 days of invoice.
  - E. 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.
  - F. 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 Member must be present to accept delivery of product. If Product is undeliverable and returned to the Vendor facility because Member refuses Products that have been inadequately packaged, then 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 upon shipment of 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.** Vendor will process credits as notifications are received from a Member. In the case of an invoice dispute, Vendor will promptly issue credits, 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 held by the same Member.
- D. The Vendor will take all commercially reasonable steps to ensure that credits become available promptly to applicable Members.
- E. Vendor's credit memo will contain, but is not limited to the following information:
- i. original purchase order and invoice number;
  - ii. itemized listing of the Product(s) affected;
  - iii. any new invoices associated with the credit; and
  - iv. Net credit amount available to the Member.
- 2.7 **Products Returned to the Vendor.** Vendor's return policy is set forth on **Attachment C**. Vendor will accept returns in accordance with applicable laws, regulations, and Vendor's normal business practices as provided in writing and updated to Members from time to time. All updates must be provided to MMCAP Infuse within ten (10) days of Vendor's first notification to a Member.
- 2.8 **Product Recalls.** If any Product covered by this Agreement requires modification, is removed, or recalled by the Vendor, then Vendor will notify MMCAP and the affected Members within a commercially reasonable timeframe. Vendor agrees to comply with any process mandated by the FDA, or any other regulatory body if applicable, and will address the recall with affected Members possessing recalled Products. 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.** MMCAP or the Vendor may cancel this Agreement any time, without cause, upon sixty (60) days' written notice to the Vendor. 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 satisfactorily performed.
- 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 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 by MMCAP. Termination must be effected by written notice to the Vendor. MMCAP is not obligated to pay for any services that are ordered after the effective date of termination, except Vendor will be entitled to payment for Products and Services performed to the extent that funds are available, and Vendor is not obligated to provide Contracted Items after the termination date. 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, riots, civil disturbances, quarantine orders or epidemics declared by federal or state government authorities, or other catastrophes, or other events 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 resume performance as soon as practicable.
- 3.5 **Breach.** In the event of a breach of 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 for failure to comply with 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, after MMCAP informs Vendor of such failure in writing, and Vendor fails to cure such failure within thirty (30) days after receiving such notice, the following fees shall be paid by Vendor:
- A. **Reports.** In the event that any report and/or data provided by Vendor to MMCAP pursuant to the terms of this Agreement is materially delayed, incorrect, or incomplete such that such deficiency causes material harm to MMCAP's ability to conduct business or its governmental purpose, Vendor will pay the following fee to MMCAP: \$60/day until the data or report is provided.
  - B. **Inventory Management and Management of Products.** If Vendor does not make Contracted Items or similarly priced comparably performing substitute products and services available to Participating Members as required pursuant to this Agreement and within the timelines set forth herein, and Vendor is unable to fulfill an accepted Purchase Order from a Participating Member issued hereunder with a Contracted Item or substitute as aforementioned, Vendor will credit to such Participating Member submitting the unfulfilled Purchase Order an amount equal to two and one-half percent (2.5%) of the previous month's total purchases. Vendor will credit such amount to such Participating Member within sixty (60) days of failing to fulfill the applicable Purchase Order.
  - C. **Member Onboarding:** If Vendor does not provide Contract Pricing to a Participating Member and overcharges Member, upon MMCAP Infuse notifying Vendor a Member is not receiving Contract Pricing in accordance to this Agreement, Vendor will have sixty (60) days to process credits in the amount of the over-payments made by such Participating Member..
  - D. **Delivery Delays.** Deliveries shall be made by the Vendor in accordance with the time schedules as agreed upon at the time of order by the Vendor and Participating Member. Vendor shall not be responsible for delivery delays outside of its control, such as, without limitation, failure by the Participating Member to have staff available to receive a delivery shipment if needed or for delays in third-party courier services. If an order entry error results in a delivery delay, Vendor will expedite at no cost the originally ordered Product(s) to the Participating Member if requested by the Participating Member.



- E. 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 sixty dollars (\$60.00) for each subsequent invoice for fees not related directly to product cost submitted that fails to meet the above requirement.
- F. 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.
- 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 within (five) 5 days of escalation to MMCAP Infuse including MMCAP Infuse, the Member, 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.
- D. No Waiver. This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies. If either Vendor or Member opts to pursue other remedies during this process, they will notify MMCAP Infuse.

## 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.
- B. Participating Members: In order obtain Products and Services under this Agreement, Members must affirmatively elect to be governed by this Agreement in duly authorized signed writing provided to Vendor. Vendor and Members are permitted to use the designation form set forth in **Attachment F**. Members electing to obtain Products and Services under this Agreement are "**Participating Members**".

4.2 **Non-Solicitation**. During the term of this Agreement, Vendor will not actively solicit any 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. 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**. Vendor is permitted to accept orders from Participating Members until MMCAP notifies Vendor in writing that a Participating Member is not in good standing. Participating Members may use their own forms for purchase orders, provided Vendor is permitted to negotiate within the parameters of this agreement the terms of such purchase orders with Participating Members. Vendor is permitted to accept or reject purchase orders in Vendor's discretion. Failure to reject a purchase order will not be deemed acceptance by Vendor of any purchase order. To the extent that the terms of any form purchase order 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 to such Member as specified in **Attachment A**.

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; or

- 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.

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

- 4.5 **Jurisdiction and Venue of Purchase Orders.** Only 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, is a Member permitted to bring a claim, action, suit, or proceeding against Vendor.
- 4.6 **Verification of Authorized Members.** Upon request of MMCAP, Vendor must verify that it provides services and pricing under this Agreement only to Participating Members.
- 4.7 **Member Eligibility.** Vendor will inform any prospective new Participating Member, it must contact MMCAP to complete appropriate forms.
- 4.8 **Extraneous Agreements.** The Vendor shall not enter into any additional agreement, with any Participating 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 may 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.** Vendor will work with MMCAP and Members electing to become Participating Members hereunder as follows and as otherwise reasonably requested by MMCAP to administratively set up such new Participating Members under this Agreement:
- 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 from a Member, the Vendor agrees to provide Product samples and/or demonstration models to any Member at no cost. Upon request from Member, the Vendor will also provide training on the Products covered by the Agreement.
- 5.2 **Management of Contract Products and Services**
- A. Price Loading Requirements: Vendor will be responsible for processing file updates, or the files sent to the Vendor by MMCAP, which specify pricing for Products and Services.

- i. Vendor will load and make viewable in its ordering system, all data lines from the contract file update notifications, on a date agreed upon between the Vendor and MMCAP.

- B. Product Additions/Deletions: Vendor will make reasonable efforts to keep MMCAP informed of any updates or changes to our product lines.
- C. Product Substitution: The intent of this Agreement is to provide Products included on **Attachment A: Pricing**, and not Product substitutes. However, if a Product is not available at the time of order placement, Vendor will work with MMCAP and Member to determine if there is a satisfactory substitution. Vendor will only substitute Products with Member's and MMCAP's approval.

5.3 **Vendor Reporting**: Required reports found in **Attachment D**.

## ARTICLE VI

### WARRANTS, COVENANTS, AND DUTIES OF VENDOR

- 6.1 **Covenant of Laws**. Vendor shall comply with all applicable state and federal laws 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 to provide the Products and Services offered hereunder to Members. 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 and will provide such plan for review by MMCAP and Participating Members upon request.
- 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 of this Paragraph.
- 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**. The Minnesota Attorney General's office has determined that pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's Participating Members', agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual third-party claims relating to loss, liability, damage, costs and expenses (including reasonable attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements, caused by Vendor's (a) intentional, willful, or negligent acts or omissions, (b) fraud and or deceit, (c) breach of this contract, (d) breach of warranties contained herein, (e) violations of federal, state, or local laws, and (f) employees or subcontractors' civil claims. Vendor shall have no obligations pursuant to this paragraph to the extent that the loss, liability, damage, cost and/or expense, cause(s) of action, regulatory proceeding(s), suit(s), demand(s), or judgment(s) was caused by the negligence, recklessness, willful misconduct, or breach of this contract by MMCAP Infuse or any of its Members.
- 6.7 **LIMITATION OF LIABILITY**. UNLESS OTHERWISE PROVIDED BY STATUTE, IN NO EVENT SHALL VENDOR OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR

<https://members.infusimn.com/contract-documents>  
CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING REPUTATIONAL HARM, LOST PROFITS, LOSS OF BUSINESS, OR OTHER SIMILAR DAMAGES).

## **ARTICLE VII**

### **DUTIES OF MMCAP**

- 7.1 **GPO Representation.** MMCAP represents the following with respect to its qualification as a GPO: (i) MMCAP may be a group purchasing organization (“GPO”) that meets the applicable requirements of 42 C.F.R. § 1001.952(j) and MMCAP’s receipt of any Administrative Fees pursuant to this Agreement intent is to comply with those requirements to the extent applicable; and (ii) MMCAP has a written agreement with each Member that indicates that MMCAP will receive and Administrative Fee and shall annually disclose to the Members the amount of Administrative Fees received from Vendor. MMCAP shall promptly notify Vendor if it MMCAP ceases to act as a GPO or if it is found by a competent federal government authority to no longer qualify as a GPO.
- 7.2 **DEA License/HIN.** Vendor shall not require Members to have a DEA number in order to obtain products unless making orders for controlled substances or otherwise required by law. Member facilities will have HIN numbers assigned by MMCAP.
- 7.3 **Administrative Fee.** Subject to *Paragraph 7.1*, 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 to MMCAP on all purchases of Products and Services made pursuant to this Agreement 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. The Parties agree and acknowledge Vendor is not paying the Administrative Fee in order to induce referrals of business to Vendor from any federal healthcare program.
  - 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.
  - D. Vendor shall pay the Administrative Fee in the form of a check or EFT payment.

## **ARTICLE VIII**

### **INTELLECTUAL PROPERTY**

- 8.1 **MMCAP Ownership.** MMCAP owns all rights, title, and interest in MMCAP Member data, DEA/HIN information (subject to third-party rights), EDI transaction data, and reverse distribution data (“**MMCAP Data**”). MMCAP grants to Vendor an unlimited, non-revocable, nontransferable, fully paid license, for the term of this Agreement, to: (A) release state specific MMCAP Data to a Member’s state primary contact; (B) release any MMCAP Data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor’s agreements with such product manufacturers; (C) release any MMCAP Data to other MMCAP-approved third parties, when necessary for the performance of this Agreement; (D) provide MMCAP 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) provide MMCAP Data to other group purchasing organizations of which the Member is also a member, provided such data will not include MMCAP-identifiable data. Any identifiable MMCAP 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 all data, excluding MMCAP Data, reports, communications, material, deliverables, work product, information, innovations, inventions, presentations, lectures, or discoveries (whether or not patentable) conceived, reduced to practice, made or developed by Vendor solely or jointly with others in connection with Vendor’s performance or related to the Products and Services in any media know how or hereinafter invented.



- 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. "Intellectual Property" means any and all patents, patent applications, trade secrets, know-how, discoveries, inventions, works of authorship, copyrights, trademarks, trade dress, design rights, moral rights or other intellectual property rights recognized in any jurisdiction and owned, controlled by, or licensed to a person or entity. Vendor grants to MMCAP a limited, royalty-free, paid up, non-exclusive, non-transferable license to Vendor Intellectual Property to the extent reasonably necessary to permit use of Products and Services provided to MMCAP under this Agreement and for no other purpose. Vendor has granted no license, express or implied, to MMCAP to use Vendor Intellectual Property other than as provided expressly under this Agreement.
- 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 to the extent the claim is proximately caused by actual or alleged infringement of any valid patent, copyright, trademark, or other intellectual property right of a third party resulting from MMCAP's use of the Contracted Items in accordance with the procedures, instructions, and uses provided by Vendor with such Contracted Item, including, without limitation, in any labeling, manual, or package insert.
- 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 this Agreement must identify MMCAP as the sponsoring agency and must not be released without prior written approval from both MMCAP and Vendor's Authorized Representative. This does not prevent MMCAP Infuse does not need to obtain approval from Vendor when it sends messages and communications to its Members as part of its normal course of business. 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 to MMCAP Member made by Vendor or its Affiliates pursuant to this Agreement must be approved by MMCAP's Authorized Representative.
- 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.** <https://members.infuse-mn.gov/contract-documents>.
- 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 is permitted to immediately terminate this Agreement if Vendor fails to obtain or maintain the insurance policies set forth in Paragraph 9.1, 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 Vendor 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 receipt. 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 made to a Member by Vendor.
- 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.
- 10.3 **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.
- 10.4 **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. Such consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, it shall not be considered an assignment for any work to be performed by an affiliate of Vendor, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with Vendor ("**Affiliate**").
- 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 and is not 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.

**VENDOR: Redwood Toxicology Laboratory, Inc. a subsidiary of Abbott Laboratories**

The Vendor certified 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: Mary Tardel  
 Signature: Mary Tardel  
 Title: Sr. Director, Govt. Services  
 Date: 10/05/2020

**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: James P Losinski  
 Signature: James P Losinski  
 Date: 10/5/2020

**COMMISSIONER OF ADMINISTRATION**

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

Name: Sara Turnbow  
 Signature: Sara Turnbow  
 Date: 10/5/2020



## Redwood Toxicology Laboratory

**Marketplace: Criminal Justice, Child & Family Services, Mental/Behavioral Health**

- For RTL laboratory services, Members within the continental U.S. will receive overnight delivery service via FedEx free of charge for 5 more more specimens in one bag. Fewer than 5 specimens in one FedEx overnight bag will incur a charge of \$25.00. USPS prepaid mailer options available upon request. Shipping outside of continental U.S. to be negotiated separately.
- For RTL laboratory services, bundled prices (screen with automatic confirmation at no additional charge) are available for forensic use situations only.

### Lab-Based Testing - Self Collected Urine

#### Standard Drug Panels

**Services Include:** *laboratory test or panel only (screen or screen plus automatic confirmation marked on each line item)*

**Standard Drug Selection Includes:** *Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine<sup>^</sup>, Carisoprodol, Cocaine, Cotinine<sup>^</sup>, Dextromethorphan<sup>^</sup>, Ecstasy (MDMA), 6-MAM (Heroin, metabolite), Marijuana (THC), Meperidine<sup>^</sup>, Methadone, Opiates, Oxycodone, PCP, Propoxyphene, Tramadol. <sup>^</sup>Items with this symbol cost extra to confirm.*

**Adulteration:** *Creatinine included automatically on all urine panels at no additional charge; pH, Specific Gravity, and Nitrites available at additional cost*

No. Drugs	Item Description	Item ID	Price per Test
1	RTL One Drug Standard Urine Lab Panel (Screen Only; Price per drug when added to a standard lab panel. This does not include GC-MS confirmation.)	Various	\$5.00
5	RTL 5 Drug Standard Urine Lab Panel - Screen Only	Various	\$6.00
6	RTL 6 Drug Standard Urine Lab Panel - Screen Only	Various	\$6.25
7	RTL 7 Drug Standard Urine Lab Panel - Screen Only	Various	\$6.50
8	RTL 8 Drug Standard Urine Lab Panel - Screen Only	Various	\$6.75
9	RTL 9 Drug Standard Urine Lab Panel - Screen Only	Various	\$7.00
10	RTL 10 Drug Standard Urine Lab Panel - Screen Only	Various	\$7.25
11	RTL 11 Drug Standard Urine Lab Panel - Screen Only	Various	\$7.50
12	RTL 12 Drug Standard Urine Lab Panel - Screen Only	Various	\$7.75
13	RTL 13 Drug Standard Urine Lab Panel - Screen Only	Various	\$8.00
14	RTL 14 Drug Standard Urine Lab Panel - Screen Only	Various	\$8.25
AD	RTL Adulteration Panel: Creatinine, Specific Gravity, Ph	P69	\$5.50
AD	RTL Creatinine Level (run for free when included in panel, charged at the cost shown here if run on its own)	069	\$5.00
AD	RTL pH - Adulterant Check	330	\$5.00
AD	RTL Specific Gravity - Adulterant Check	331	\$5.00
AD	RTL Nitrites - Adulterant Check	1332	\$5.00
1	RTL GC-MS, LC-MS/MS, or GC-FID Confirmation, Cost Per Standard Drug	Various	\$18.00
1	RTL Buprenorphine - Confirmation Only	5292	\$25.00
1	RTL Cotinine - Confirmation Only	5273	\$25.00
1	RTL Dextromethorphan - Confirmation Only	5243	\$25.00
1	RTL Meperidine - Confirmation Only	5757	\$25.00
1	RTL Opiates Qualitative Confirmation	V138	\$18.00
1	RTL Amphetamines EIA Re-screen	V175	\$18.00
1	RTL THC EIA Re-screen	V176	\$18.00

#### Stand-Alone and Add-On Specialty Tests

**Services Included:** *laboratory test only (add-on, screen, confirmation, or screen plus automatic confirmation marked on each line item)*

*\*Items referred to as "Add-On" must be built into a routine panel used by the agency. This price will only apply in creating the new panel/test code. For example, if an agency wants a 5-drug standard panel with EtG, we would create a panel with a new test code and charge your agency a price equivalent to the 5-drug panel screen and the add-on EtG price.*

No. Drugs	Item Description	Item ID	Price per Test
1	RTL Cotinine - Screen Only	1273	\$8.00
1	RTL Ethyl Glucuronide (ETG) - Add-On Screen-Only*	N/A	\$3.00
1	RTL Ethyl Glucuronide (EtG) - Screen Only, Cutoff 500 ng/MI	049	\$5.00
1	RTL Ethyl Glucuronide (EtG) - Screen Only, Cutoff 100 ng/mL	050	\$5.00
1	RTL Ethyl Glucuronide / Ethyl Sulfide (EtG/EtS) Alcohol Metabolite - Confirmation Only	5747	\$18.00
1	RTL Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Screen and Automatic Confirmation, Cutoff 100 ng/mL	647	\$18.00
1	RTL Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Screen and Automatic Confirmation, Cutoff 500 ng/ML	646	\$18.00
1	RTL Fentanyl - Add-On Screen Only*	N/A	\$5.00
1	RTL Fentanyl - Screen Only	2101	\$7.00
1	RTL Fentanyl - Confirmation Only	5504	\$20.00
1	RTL Fentanyl - Premium Panel	5554	\$45.00
1	RTL Gabapentin	5560	\$25.00
1	RTL GHB	5503	\$25.00
1	RTL LSD - Screen Only	1163	\$15.00
1	RTL Ketamine	5501	\$25.00
1	RTL Kratom (Mitragynine)	5960	\$25.00
1	RTL Pregnancy Panel	SP71	\$5.25
1	RTL Zolpidem (Ambien)	5210	\$18.00
Multi	RTL Comprehensive Panel - Screen Only (Confirmation for additional fee of \$20.00 per drug)	P40	\$60.00
Multi	RTL Comprehensive Panel - Screen Only (Confirmation for additional fee of \$20.00 per drug)	P45	\$50.00
Multi	RTL Designer Stimulants (Bath Salts) - Short Panel (MDPV, Mephedrone, Methyone, PVP)	P81	\$20.00
Multi	RTL Designer Stimulants (Bath Salts) - Expanded Panel	P80	\$45.00

<b>Multi</b>	RTL Synthetic Marijuana (K2/Spice) - Standard Panel - detects 19 compounds and their metabolites	6473	\$25.00
<b>Multi</b>	RTL Synthetic Marijuana (K2/Spice) - Premium Panel - detects 37 compounds and their metabolites, including newest compounds	8474	\$45.00
<b>Multi</b>	RTL Steroid Testing	5550	\$70.00

Accurate as of July 20, 2023  
The most current version  
<https://members.infuse.mn.gov/contract/documents>  
**Specialty Panels**

**Services Include:** *laboratory panel only (screen or screen plus automatic confirmation marked on each line item)*

No. Drugs	Item Description	Item ID	Price per Test
13	RTL Specialty Panel - ETG, AMP/MAMP, BUP, BZO, COC, MTD, OPI, PCP, THC, 6-MAM, Specific Gravity, pH, Nitrites - Screen Only	M76	\$12.50
14	RTL Specialty Panel - ETG, AMP/MAMP, BAR, BZO, BUP, COC, MTD, OPI, OXY, THC, Fentanyl, Tramadol, Synthetic Marijuana (K2), Specific Gravity - Screen Only	M21, M25	\$16.52
15	RTL Specialty Panel - ETG, AMP/MAMP, BAR, BZO, BUP, COC, MTD, OPI, OXY, THC, Fentanyl, Bath Salts (MDPV, Mephedrone Methylone, PVP), Tramadol, Synthetic Marijuana (K2), Specific Gravity - Screen Only	M22, M26	\$22.20
12	RTL Specialty Panel - ETG, AMP, BUP, BZO, COC, MDMA, MTD, OPI, OXY, THC, Fentanyl, Tramadol - Screen Only	M29	\$14.75

**Lab-Based Testing - Self Collected Oral Fluid**

**Standard Drug Panels**

**Services Include:** *laboratory test or panel only (screen or screen plus automatic confirmation marked on each line item)*

**Standard Drug Selection Includes:** *Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Marijuana (THC), Methadone, Opiates, Oxycodone, PCP*

No. Drugs	Item Description	Item ID	Price per Test
N/A	Quantisal Oral Fluid Collection Device - <i>purchase required prior to testing</i>	2101001	\$2.00
6	RTL 6 Drug Standard Oral Lab Panel - Screen Only	Various	\$6.25
7	RTL 7 Drug Standard Oral Lab Panel - Screen Only	Various	\$7.00
7	RTL 6 Drug Standard Oral Lab Panel + Fentanyl - Screen Only	Various	\$13.00
8	RTL 8 Drug Standard Oral Lab Panel - Screen Only	Various	\$8.00
9	RTL 9 Drug Standard Oral Lab Panel - Screen Only	Various	\$9.00
10	RTL 10 Drug Standard Oral Lab Panel - Screen Only	Various	\$10.00
11	RTL 11 Drug Standard Oral Lab Panel - Screen Only	Various	\$11.00
1	RTL-Oral GC-MS, LC-MS/MS, or GC-FID Confirmation, Cost Per Standard Drug	Various	\$18.00
6	RTL 6 Drug Standard Oral Lab Panel - Screen and Automatic Confirmation, <i>For Forensic (Non-Clinical) Use Only</i>	Various	\$15.00
7	RTL 7 Drug Standard Oral Lab Panel - Screen and Automatic Confirmation, <i>For Forensic (Non-Clinical) Use Only</i>	Various	\$15.25
7	RTL 6 Drug Standard Oral Lab Panel + Fentanyl - Screen and Automatic Confirmation, <i>For Forensic (Non-Clinical) Use Only</i>	Various	\$22.00
8	RTL 8 Drug Standard Oral Lab Panel - Screen and Automatic Confirmation, <i>For Forensic (Non-Clinical) Use Only</i>	Various	\$15.50
9	RTL 9 Drug Standard Oral Lab Panel - Screen and Automatic Confirmation, <i>For Forensic (Non-Clinical) Use Only</i>	Various	\$15.75
10	RTL 10 Drug Standard Oral Lab Panel - Screen and Automatic Confirmation, <i>For Forensic (Non-Clinical) Use Only</i>	Various	\$16.00
11	RTL 11 Drug Standard Oral Lab Panel - Screen and Automatic Confirmation, <i>For Forensic (Non-Clinical) Use Only</i>	Various	\$16.25

**Stand-Alone and Add-On Specialty Tests**

**Services Include:** *laboratory test only (add-on, screen, confirmation, or screen plus automatic confirmation marked on each line item)*

No. Drugs	Item Description	Item ID	Price per Test
1	RTL Oral Fluid Test - Fentanyl Confirmation	9595	\$40.00
1	RTL Oral Fluid Test - Tramadol	F55	\$18.00
<b>Multi</b>	RTL Oral Fluid Test - Synthetic Cannabinoids (K2/Spice)	F25	\$25.00
<b>Multi</b>	RTL Oral Fluid Test - Synthetic Cannabinoids (K2/Spice) Add to an Automatic Confirmation Panel	Various	\$10.00
<b>Multi</b>	RTL Oral Fluid Test - Designer Stimulants (Bath Salts) - (MDPV, Mephedrone, Methylone, PVP)	TBD	\$20.00
<b>Multi</b>	RTL Oral Fluid Test - Designer Stimulants (Bath Salts) - (MDPV, Mephedrone, Methylone, PVP) - Add to an Automatic Confirmation Panel	Various	\$18.00

**Lab-Based Testing - Self Collected Hair**

**Standard Drug Panels**

**Services Include:** *laboratory test or panel only (screen only and confirmation only items as marked). Please note that all presumptive positive tests will be automatically confirmed at an additional cost as shown below.*

*\*Additional hair tests/prices available upon request by MMCAP Member*

No. Drugs	Item Description	Item ID	Price per Test
5	Standard 5-Panel Hair Test - AMP (including MDMA, MDEA, MDA), COC, OPI (including 6-MAM, Hydrocodone and Hydromorphone), PCP, THC - Initial Screen Only	H5P-S	\$61.50
	Standard 5-Panel Hair Test - Confirmation of Non-Negatives, per drug	H5P-C	\$25.00
	Standard 5-Panel plus Expanded Opiates Hair Test - AMP (including MDMA, MDEA, MDA), COC, OPI (including 6-MAM, Hydrocodone and Hydromorphone, Oxycodone and Oxymorphone, plus Fentanyl, Meperidine, Tramadol), PCP, THC - Initial Screen Only	H5PEO-S	\$65.00

5+	Standard 5-Panel plus Expanded Opiates Hair Test - Confirmation of Non-Negatives, per drug	H5PEO-C	\$25.00
	Standard 7-Panel Hair Test - AMP (including MDMA, MDEA, MDA), COC, Barbiturates, Benzodiazepines, OPI (including 6-MAM, Hydrocodone, and Hydromorphone), PCP, THC - Initial Screen Only	H7P-S	\$69.50
7	Standard 7-Panel Hair Test - Confirmation of Non-Negatives, per drug	H7P-C	\$25.00
	Standard 9-Panel Hair Test - AMP (including MDMA, MDEA, MDA), COC, Barbiturates, Benzodiazepines, Methadone/Methadone metabolite, OPI (including 6-MAM, Hydrocodone, and Hydromorphone), PCP, THC - Initial Screen Only	H9P-S	\$77.50
9	Standard 9-Panel Hair Test - Confirmation of Non-Negatives, per drug	H9P-C	\$25.00
	Standard 12-Panel Hair Test - AMP (including MDMA, MDEA, MDA), COC, Barbiturates, Benzodiazepines, Buprenorphine, Methadone/Methadone metabolite, OPI (including 6-MAM, Hydrocodone and Hydromorphone, Oxycodone and Oxymorphone, Tramadol), PCP, Propoxyphene, THC - Initial Screen Only	H12P-S	\$90.50
12	Standard 12-Panel Hair Test - Confirmation of Non-Negatives, per drug	H12P-C	\$25.00
	Standard 15-Panel Hair Test - AMP (including MDMA, MDEA, MDA), COC, Barbiturates, Benzodiazepines, Buprenorphine, Methadone/Methadone metabolite, OPI (including 6-MAM, Fentanyl, Hydrocodone and Hydromorphone, Meperidine, Oxycodone and Oxymorphone, Tramadol), PCP, Propoxyphene, THC - Initial Screen Only	H15P-S	\$101.00
15	Standard 15-Panel Hair Test - Confirmation of Non-Negatives, per drug	H15P-C	\$25.00

### Lab- or Device-Based Testing - Third Party Provided Specimen Collection Services

#### Collection Services

**Services Include:** Collection service only. Please see "Self-Collected" lab and device sections provided by RTL for test costs that would be charged in addition to the below collection fees.

**\*\*The below prices are benchmarks for typical maximum collection fees. Actual collection fee prices may vary based on geography, volumes, gender requirements, days/hours of operation requirements, and other agency-specific requirements. Please contact your RTL representative for availability and pricing.**

	Item Description	Item ID	Price per Test
	<b>Clinic Based Collections - Urban</b>	N/A	\$40.00 per collection
	<b>Clinic Based Collections - Rural</b>	N/A	\$60.00 per collection
	<b>Emergency/After-Hours Collections</b> - eScreen will provide Member access to after hours call in line to support the coordination of Post Accident or Reasonable Suspicion testing needs after normal business hours. Testing coordinators will attempt to find a clinic that is open for extended hours or arrange for a collector to come to Member site to complete required testing. Members would be charged their normal drug/alcohol testing rates and any additional fees are passed along at cost (mapped to corresponding network of collection site/agent).	N/A	Collector fee capped at \$750.00

#### Additional Services

##### Court Services

	Item Description	Item ID	Price per Test
	<b>RTL's Telephonic Expert Witness Testimony - Toxicologist</b>	N/A	\$150.00 per instance
	<b>RTL's In-Court Testimony Cost Per Day - Toxicologist</b> *Additional Fees will apply for travel, daily meal per-diem, and hotel costs not to exceed county and state rates, and any other travel costs	N/A	\$700 per day + travel expenses
	<b>RTL Litigation Packet</b>	N/A	\$150.00 per packet
	<b>RTL Affidavit</b>	N/A	\$75.00 per affidavit

##### Training

Standard education and training topics include specimen collection protocols, labeling and packaging, use of our ToxAccess web-based system for electronic collections and result reports, proper rapid test device use, and standard drug test information. Additional specialty topics may be arranged upon request and mutual agreement. Please note that these do not constitute continuing education credits.

	Item Description	Item ID	Price per Test
	<b>Education &amp; Training Services - In-Person per hour</b> *Number of Annual On-Site Visits Negotiated on a Case-by-Case Basis	N/A	\$0.00
	<b>Education &amp; Training Services - Online per hour</b>	N/A	\$0.00

##### Data Integration

	Item Description	Item ID	Price per Test
	<b>Data Integration Feasibility Analysis</b> Data Integration feasibility analysis is provided at no fee. Direct interfaces into Client data systems are provided at no charge, as is the use of the RTL ToxAccess system. Please note that some third party software/data integration vendors do charge a per specimen fee. All Abbott Toxicology entities will work with third party vendors for data integration, however will not be held responsible for third party fees.	N/A	\$0.00
	<b>Integration Services - Per System Integration</b> Please note that we will cover our end of the integration but any other subscription service or development fees associated with the third party software provider will be paid by the MMCAP member.	N/A	\$0.00

	<b>Custom Data Reporting - Per Custom Test Result Report (provided by on-line access, fax, or mail)</b> <i>Please note that we will cover our end of the integration but any other subscription service or development fees associated with the third party software provider will be paid by the MMCAP member.</i>	N/A	\$0.00
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Accurate as of July 20, 2023

**Technical Assistance**

	<a href="https://www.infuse-mn.gov/contract-documents">https://www.infuse-mn.gov/contract-documents</a>	Item ID	Price per Test
	<b>Toxicology Support Services Team Assistance</b> <i>Trained staff available for consultation on common results interpretation questions, investigation of lab specimen status, initiation of follow-up confirmation or specialty testing on a previously tested specimen, etc. Available via phone, fax, or email.</i>	N/A	\$0.00
	<b>Consultation with a Toxicologist</b> <i>Direct access to certified toxicologists for complex questions regarding result interpretations, possible drug interactions/cross-reactivity, drug retention/detection times, and other general toxicology inquiries.</i>	N/A	\$0.00
	<b>Technical Support - ToxAccess</b> <i>Access to our I.T. helpdesk team for support and troubleshooting of web portal issues.</i>	N/A	\$0.00

**Special Lab Handling Service**

	Item Description	Item ID	Price per Specimen
	<b>Specimen Retrieval from Storage for Follow-Up Testing</b> <i>Fee is for retrieving a specimen from storage after the final test result has been reported for a new test request. Fee is in addition to actual test fee. This fee may be waived depending on customer scenario and permanent waiver may be negotiated on a member-by-member basis. Fee is waived/already included in charges for litigation packets or testimony.</i>	PULL	\$10.00

## RTL Devices

Alcohol Testing Products			
No. Drugs	Item Description	Item ID	Price per Device
1	PANEL DIP 01 EtG 500 - For Forensic Use Only (FFUO)	01 568 0008	\$3.05
1	Instant Alcohol Saliva Test Strip - FFUO	01 362 0001	\$0.75
1	Alco-Screen Alcohol Screen Test (24/box)	01 094 0055	\$1.50
1	Alco-Screen .02 DOT Approved Alcohol Screen Test (24/box)	01 094 0056	\$1.75
1	ACON Breath Alcohol Device .02 (20/box) - <i>not EBT Approved</i>	01 532 0020	\$2.30
1	AlcoMate Kit- AL 7000 F Kit (DOT Approved) - <i>not EBT Approved</i>	01 581 7000	\$125.00
1	AlcoMate PRISM Sensor Module Replacement	01 581 7001	\$30.00
1	AlcoMate Mouth Piece Replacement (50/pack)	01 581 7050	\$20.00

Urine Testing Products - Panel Dips			
No. Drugs	Item Description	Item ID	Price per Device
1	PANEL DIP 01 AMPHETAMINES 1000 (AMP 1000)	01 102 0018	\$0.50
1	PANEL DIP 01 BARBITURATES 300 (BAR)	01 102 0019	\$0.50
1	PANEL DIP 01 BENZODIAZEPINES 300 (BZO)	01 102 0022	\$0.50
1	PANEL DIP 01 COCAINE 150 (COC 150)	01 102 0189	\$0.50
1	PANEL DIP 01 COCAINE 300 (COC 300)	01 102 0001	\$0.50
1	PANEL DIP 01 ECSTASY 500 (MDMA)	01 102 0036	\$0.50
1	PANEL DIP 01 MARIJUANA 50 (THC)	01 102 0004	\$0.50
1	PANEL DIP 01 METHADONE 300 (MTD)	01 102 0020	\$0.50
1	PANEL DIP 01 METHAMPHETAMINES 500 (MAMP 500)	01 102 0190	\$0.50
1	PANEL DIP 01 OPIATES 300 (MOP 300)	01 102 0003	\$0.50
1	PANEL DIP 01 OPIATES 2000 (OPI 2000)	01 102 1977	\$0.50
1	PANEL DIP 01 OXYCODONE 100 (OXY)	01 102 0037	\$0.50
1	PANEL DIP 01 PHENCYCLIDINE 25 (PCP)	01 102 0021	\$0.50
1	PANEL DIP 01 BUPRENORPHINE 10 (BUP)	01 102 0173	\$0.50
1	PANEL DIP 01 K2/SPICE 50 - For Forensic Use Only (FFUO)	01 501 0073	\$2.00
1	PANEL DIP 01 FENTANYL 200 - For Forensic Use Only (FFUO)	01 568 0009	\$2.20
2	PANEL DIP 02 COC300/MOP300	01 102 0005	\$0.75
2	PANEL DIP 02 COC300/THC	01 102 0006	\$0.75
2	PANEL DIP 02 COC150/THC	01 102 0191	\$0.75
2	PANEL DIP 02 MAMP500/THC	01 102 0192	\$0.75
3	PANEL DIP 03 COC300/MAMP1000/THC	01 102 0009	\$1.00
3	PANEL DIP 03 COC300/MOP300/THC	01 102 0010	\$1.00
3	PANEL DIP 03 MAMP1000/MOP300/THC	01 102 0011	\$1.00
3	PANEL DIP 03 COC300/MAMP1000/MOP300	01 102 0014	\$1.00
3	PANEL DIP 03 COC150/MAMP500/THC	01 102 0193	\$1.00
3	PANEL DIP 03 COC150/MOP300/THC	01 102 0194	\$1.00
4	PANEL DIP 04 COC300/MAMP1000/MOP300/THC	01 102 0012	\$1.15
4	PANEL DIP 04 AMP1000/COC300/MOP300/THC	01 102 0032	\$1.15
4	PANEL DIP 04 COC150/MAMP500/MOP300/THC	01 102 0195	\$1.15
4	PANEL DIP 04 AMP1000/COC150/MOP300/THC	01 102 0199	\$1.15
5	PANEL DIP 05 COC300/MAMP1000/MOP300/PCP/THC	01 102 0013	\$1.40
5	PANEL DIP 05 BZO/COC300/MAMP1000/MOP300/THC	01 102 0015	\$1.40
5	PANEL DIP 05 AMP1000/COC300/MOP300/PCP/THC	01 102 0033	\$1.40
5	PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC	01 102 0034	\$1.40
5	PANEL DIP 05 AMP1000/COC300/OPI2000/PCP/THC	01 102 0047	\$1.40
5	PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC	01 102 0201	\$1.40
5	PANEL DIP 05 COC150/MAMP500/MOP300/PCP/THC	01 102 0196	\$1.40
5	PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC	01 102 0200	\$1.40
6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	01 102 0016	\$1.60
6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	01 102 0017	\$1.60
6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	01 102 0024	\$1.60
6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	01 102 0119	\$1.60
7	PANEL DIP 07 BZO/COC150/MAMP500/MDMA/MOP300/OXY/THC	01 102 0176	\$2.00
7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC	01 102 0177	\$2.00
8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MDMA/MOP300/OXY/THC	01 102 0169	\$2.15
8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	01 102 0179	\$2.15
8	PANEL DIP 08 AMP300/COC150/MAMP500/MOP300/OXY/PCP/PPX//THC	01 102 1989	\$2.15



9	PANEL DIP 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC	01 102 1970	\$2.45
9	PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	01 102 0180	\$2.45
9	PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC	01 102 0181	\$2.45
10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/ TCA/THC	01 102 0025	\$2.65
10	PANEL DIP 10 BAR/BZO/COC300/MAMP1000/MDMA/MTD/MOP300/OXY/ PCP/THC	01 102 0138	\$2.65
10	PANEL DIP 10 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/THC	01 102 0182	\$2.65
10	PANEL DIP 10 BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/ PCP/THC	01 102 0183	\$2.65
10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MDMA/OPI2000/ PCP/THC	01 102 1943	\$2.65
11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/ PCP/THC	01 102 0184	\$2.75
11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/ PCP/THC	01 102 0185	\$2.75
11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/ PPX/THC	01 102 0186	\$2.75
11	PANEL DIP 11 AMP300/BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/ PCP/THC	01 102 0187	\$2.75
12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/ PCP/ PPX/THC	01 102 0141	\$2.90
12	PANEL DIP 12 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/ OXY/PCP/THC	01 102 0188	\$2.90
12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD/OPI2000/OXY/ PCP/ PPX/THC	01 102 1957	\$2.90
13	PANEL DIP 13 ETG/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/METH1000/MDMA500/MTD300/OPI300/OXY100/THC50 - For Forensic Use Only	01 501 0012	\$8.50

Urine Testing Products - Cups			
No. Drugs	Item Description	Item ID	Price per Device
4	iCup A.D. 04 COC300/MAMP1000/OPI2000/THC + OX, SG, PH	01 102 2032	\$2.15
4	iCup A.D. 04 AMP1000/COC150/MAMP500/THC + OX, CR, PH	01 102 2033	\$2.15
5	iCup A.D. 05 AMP1000/COC300/MAMP1000/MOP300/THC + OX, SG, PH	01 102 2021	\$2.25
5	iCup A.D. 05 AMP1000/COC300/MAMP1000/OPI2000/THC + OX, SG, PH	01 102 2034	\$2.25
5	iCup A.D. 05 AMP1000/COC300/OPI2000/PCP/THC + OX, SG, PH	01 102 2035	\$2.25
5	iCup A.D. 05 COC300/MAMP1000/OPI2000/PCP/THC + OX, SG, PH	01 102 2036	\$2.25
6	iCup A.D. 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC + OX, SG, PH	01 102 2022	\$2.50
6	iCup A.D. 06 AMP1000/COC/MAMP1000/OPI2000/PCP/THC + OX, SG, PH	01 102 2023	\$2.50
6	iCup A.D. 06 AMP300/COC300/MDMA/OPI2000/OXY/THC + OX, SG, PH	01 102 2037	\$2.50
8	iCup A.D. 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC + OX, SG, PH	01 102 2038	\$2.80
8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC + OX, CR, PH	01 102 2069	\$2.80
8	iCup A.D. 08 BAR300/BZO300/COC300/MAMP1000/MDMA500/MOP300/OXY100/ THC50 + OX,CR,PH	01 102 2291	\$2.80
9	iCup 09 AMP1000/BAR300/BZO300/COC300/MAMP1000/MTD300/OPI2000/PCP25/ THC50 + OX, SG, PH	01 102 2039	\$3.05
10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/ THC + OX, CR, PH	01 102 2074	\$3.15
10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/ THC + OX, SG, PH, NI, GL, CR	01 102 2129	\$3.15
12	iCup 12 AMP1000/BAR300/BZO300/COC300/MAMP1000/MTD300/OPI2000/ OXY100/PCP25/PPX300/TCA1000/ THC50 + OX, SG, PH	01 102 2027	\$4.35
9	iCup 09 BAR300/ BZO300/ COC150/MAMP500/MDMA500/MOP300/OXY100/PCP25/ THC50	01 102 2295	\$2.45
10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/OXY/PPX/THC	01 102 2020	\$3.15
10	iCup 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC	01 102 2055	\$3.15
10	iCup 10 BAR300/BZO300/COC300/MAMP1000/MDMA500/MOP300/MTD300/ PCP25/OXY100/THC50	01 102 2292	\$3.15
10	iCup 10 BAR300/BUP10/BZO300/COC300/MAMP1000/MDMA500/MOP300/MTD300 /OXY100/THC50	01 102 2293	\$3.15
11	iCup 11 BAR300/BUP10/BZO300/COC300/MAMP1000/MDMA500/MOP300/MTD300/ OXY100/PCP25/THC50	01 102 2294	\$3.75
13	iCup 13 AMP1000/BAR/BUP/BZO/COC300/MAMP/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC	01 102 2028	\$4.50
5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC + OX, SG, PH, NI, GL, CR	01 102 2051	\$2.50
9	EZ CUP II 09 BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/THC + OX, SG, PH	01 102 2140	\$2.45
4	EZ CUP II 04 COC300/MAMP1000/OPI2000/THC	01 102 2001	\$2.15
5	EZ CUP II 05 COC300/MAMP1000/OPI2000/PCP/THC	01 102 2005	\$2.25
5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC	01 102 2018	\$2.25
5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC	01 102 2048	\$2.25
6	EZ CUP II 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	01 102 1984	\$2.50
6	EZ CUP II 06 COC300/MAMP1000/MDMA/OPI2000/OXY/THC	01 102 2007	\$2.50
8	EZ CUP II 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC	01 102 2008	\$2.80
10	EZ CUP II 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD/OPI2000/ PCP/THC	01 102 1985	\$3.15
12	EZ CUP II 12 AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/MTD/ OXY/PPX/THC	01 102 2096	\$4.35
7	uScreen Cup 07 AMP500/COC150/MAMP500/OPI300/OXY100/THC50/PCP25 - For Forensic Use Only (FFUO)	01 501 0037	\$2.45
9	uScreen Cup 09 OPI300/COC150/THC50/BZO300/PCP25/MAMP1000/BUP10/MTD300/ETG500 W/ adulteration (CR) - For Forensic Use Only (FFUO)	01 501 0018	\$4.50

## Attachment A

13	uScreen Cup 13 ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/METH1000/MDMA500/MTD300/OPI300/OXY100/THC50 - For Forensic Use Only (FFUO)	01 501 0015	\$8.80
14	uScreen Cup 14 K2/ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/METH1000/MDMA500/MTD300/OPI300/OXY100/THC50 - For Forensic Use Only (FFUO)	01 501 0016	\$9.50
6	TCUP 06 AMP1000/BZO300/COC150/MET500/MOP300/THC50 - For Forensic Use Only (FFUO)	01 501 0069	\$2.04
7	TCUP 07 AMP500/MAMP500/THC50/OPI300/COC150/PCP25/BZO200 - For Forensic Use Only (FFUO)	01 501 0036	\$3.47
8	TCUP 08 AMP300/BZO200/THC40/COC100/OPI100/BAR 300/PCP25/EtG500 - For Forensic Use Only (FFUO)	01 501 0033	\$4.90
9	TCUP 09 ETG500/OPI300/COC300/THC50/AMP1000/mAMP1000/BUP10/OXY100/ BZO300 - For Forensic Use Only (FFUO)	01 501 0032	\$5.30
9	TCUP 09 AMP300/MAMP500/BZO200/THC40/MOP100/BAR300/OXY100/ETG500/ COC100 - For Forensic Use Only (FFUO)	01 501 0051	\$6.12
12	TCUP 12 THC50/COC300/MOP300/AMP1000/MET1000/PCP25/BZO300/BAR300/ BUP10/MDMA500/MTD300/OXY100 + CR, SG, PH - For Forensic Use Only (FFUO)	01 501 0011	\$3.98
12	TCUP 12 COC300/THC50/OPI2000/AMP1000/METH1000/PCP25/BZO300/BAR300/ MTD300/BUP10/OXY100/ETG500 - For Forensic Use Only (FFUO)	01 501 0014	\$5.51
12	TCUP 12 COC300/THC50/OPI2000/AMP1000/METH1000/PCP25/BZO300/BAR300/ MTD300/BUP10/OXY100/ETG500 - For Forensic Use Only (FFUO)	01 501 0017	\$5.00
12	TCUP 12 THC50/COC300/MOP300/AMP1000/MET1000/PCP25/BZO300/BAR300/ BUP10/MDMA500/MTD300/OXY100 - For Forensic Use Only (FFUO)	01 501 0041	\$5.10
13	TCUP 13 AMP500/BZO200/BUP10/COC150/ETG500/FEN20/K2-30/mAMP500/MTD300/OPI300/OXY100/THC50/TRAM200 - For Forensic Use Only (FFUO)	01 501 0034	\$7.55
13	TCUP 13 AMP500/BZO200/BUP10/COC150/ETG500/FEN20/K2-30/mAMP500/OPI300/OXY100/PCP25/THC50/TRAM200 - For Forensic Use Only (FFUO)	01 501 0035	\$7.96
14	TCUP 14 ETG500/Fentanyl20/Tramadol200/AMP1000/BUP10/BZO300/COC300/ Meth1000/MDMA500/MTD300/OPI300/OXY100/THC50, K2 - For Forensic Use Only (FFUO)	01 501 0038	\$8.77
14	TCUP 14 ETG500/Fentanyl20/Tramadol200/BAR300/AMP500/BZO200/BUP10/COC100/THC40/MTD300/MAMP500/MDMA500/OPI100/OXY100 - For Forensic Use Only (FFUO)	01 501 0050	\$8.36
12	TCUP COMPACT 12 AMP500/BUP10/BZO300/COC150/EtG500/FTY20/MDMA500/MET500/MOP300/MTD300/OXY100/THC25 + (CR/pH/SG) - For Forensic Use Only (FFUO)	01 501 0070	\$5.00
16	TCUP COMPACT 16 AMP500/BAR300/BUP10/BZO300/COC150/EtG500/FTY20/K250/MDMA500/MET500/MOP300/MTD300/OXY100/PCP25/THC25/TRA200 + (pH/SG/OX/NI/CR) - For Forensic Use Only (FFUO)	01 501 0071	\$6.50
10	iCup 10 - FFUO BAR300/BUP10/BZO300/COC300/MAMP1000/MDMA500/MOP300/MTD300/ OXY100/THC5	01 102 2281	\$3.15

## Urine Testing Products - Supplies

No. Drugs	Item Description	Item ID	Price per Device
N/A	Urine Cotinine (Nicotine Metabolite) Cassette Device	01 102 0140	\$1.00
N/A	One Step Validity Test (Seven Parameter) - FFUO	01 102 1910	\$0.75
N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	31246	\$0.25
N/A	6.5 oz/ Graduated Beaker	31380	\$0.12
N/A	Temperature Strip	31258	\$0.10

## Oral Fluid Testing Products

No. Drugs	Item Description	Item ID	Price per Device
5	iScreen Oral Fluid Device 05AMP50/COC20/MAMP50/OPI40/THC12 - FFUO	01 102 2024	\$4.75
6	iScreen Oral Fluid Device 06 AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - FFUO	01 102 2025	\$5.00
6	OrAlert 6 Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC100 - FFUO	01 102 1960	\$5.00
6	OrAlert 6 Oral Fluid Device AMP50/BZO10/COC20/MAMP50/OPI40/THC100 - FFUO	01 102 2083	\$5.00
6	Oratect OFD 06 AMP50/COC20/MAMP50/OPI40/PCP10/THC40	01 577 0105	\$10.24
10	uScreen Oral Cube 10 AMP50/BZO30/BUP5 /COC20/MET50/OPI40/ OXY20/ PCP10/THC25 + FTY100 - FFUO	01 501 0040	\$7.35

## Ascertain Forensics at Redwood Toxicology Laboratory

### Marketplace: Postmortem and Human Performance (DUI/DUID, Drug-Facilitated Crimes) Testing

- For Alere Forensics at RTL laboratory services, FedEx overnight service to the lab will cost \$9.00 per case.
- Alternate courier services negotiable upon request, may incur additional fee.

Accurate as of July 20, 2023

The most current version

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

#### Lab-Based Testing - Urine

##### Standard Drug Panels

<b>Services Include:</b> <i>laboratory test or panel only</i>			
No. Drugs	Item Description	Item ID	Price per Test
Multi	FTOX Drugs of Abuse Panel (Qualitative) - Urine Forensic analysis of common illicit drugs	FP007U	\$57.00
Multi	FTOX Drugs of Abuse Panel (Confirm) - Urine Forensic analysis of common illicit drugs	FP777U	\$120.00
Multi	FTOX DUID Routine Panel (Qualitative) - Urine	FP006U	\$140.00
Multi	FTOX DUID Routine Panel (Confirm) - Urine	FP666U	\$215.00
Multi	FTOX Routine Panel + Volatiles (Qualitative) - Urine Forensic analysis of common illicit and prescription drugs including ethanol, methanol, isopropanol and acetone	FP004U	\$195.00
Multi	FTOX Routine Panel + Volatiles (Confirm) - Urine Forensic analysis of common illicit and prescription drugs including ethanol, methanol, isopropanol and acetone	FP444U	\$350.00
Multi	FTOX Expanded Panel (Qualitative) - Urine Forensic analysis of illicit and prescription drugs, including opioids	FP002U	\$210.00
Multi	FTOX Expanded Panel (Confirm) - Urine Forensic analysis of illicit and prescription drugs, including opioids	FP222U	\$260.00
Multi	FTOX General Drug Panel (Qualitative) - Urine Forensic analysis of prescription drugs	FP009U	\$85.00
Alcohol	FTOX Alcohol Panel (Confirm) - Urine Forensic analysis (meets California Title 17 Alcohol requirements)	FP851U	\$64.00
Multi	FTOX Volatiles Panel (Confirm) - Urine Forensic volatiles analysis including: ethanol, methanol, isopropanol and acetone	FP852U	\$194.00
1	FTOX Confirmation (Per Routine Drug) - Urine	varies	\$118.00

##### Specialty Drugs

No. Drugs	Item Description	Item ID	Price per Test
Multi	FTOX Synthetic Cannabinoids - Expanded (Qualitative) - Urine	F1042U	\$198.00
Multi	FTOX Designer Opioids & Fentalogs - Expanded (Qualitative) - Urine	F1046U	\$257.00
1	FTOX Confirmation (Per Specialty/Non-Routine Drug) - Urine	varies	\$270.00
Multi	FTOX Drug Facilitated Crime-Urine (per case price)	FP022U	\$392.00

#### Lab-Based Testing - Blood

##### Standard Drug Panels

<b>Services Include:</b> <i>laboratory test or panel only</i>			
No. Drugs	Item Description	Item ID	Price per Test
Multi	FTOX Drugs of Abuse Panel (Qualitative) - Blood Forensic analysis of common illicit drugs	FP007B	\$57.00
Multi	FTOX Drugs of Abuse Panel (Confirm) - Blood Forensic analysis of common illicit drugs	FP777B	\$120.00
Multi	FTOX DUID Routine Panel (Qualitative) - Blood	FP006B	\$140.00
Multi	FTOX DUID Routine Panel (Confirm) - Blood	FP666B	\$215.00
Multi	FTOX Routine Panel + Volatiles (Qualitative) - Blood Forensic analysis of common illicit and prescription drugs including ethanol, methanol, isopropanol and acetone	FP004B	\$195.00
Multi	FTOX Routine Panel + Volatiles (Confirm) - Blood Forensic analysis of common illicit and prescription drugs including ethanol, methanol, isopropanol and acetone	FP444B	\$350.00
Multi	FTOX Expanded Panel (Qualitative) - Blood Forensic analysis of illicit and prescription drugs, including opioids	FP002B	\$210.00
Multi	FTOX Expanded Panel (Confirm) - Blood Forensic analysis of illicit and prescription drugs, including opioids	FP222B	\$260.00
Multi	FTOX General Drug Panel (Qualitative) - Blood Forensic analysis of prescription drugs	FP009B	\$85.00
Alcohol	FTOX Alcohol Panel (Confirm) - Blood Forensic analysis (meets California Title 17 Alcohol requirements)	FP851B	\$74.00
Multi	FTOX Volatiles Panel (Confirm) - Blood Forensic volatiles analysis including; ethanol, methanol, isopropanol and acetone	FP852B	\$194.00
Multi	FTOX Carboxyhemoglobin/Carbon monoxide - Blood Forensic analysis of carbon monoxide levels	FP760B	\$69.00
1	FTOX Confirmation (Per Routine Drug) - Blood	varies	\$118.00

##### Specialty Drugs

No. Drugs	Item Description	Item ID	Price per Test
Multi	FTOX Synthetic Cannabinoids - Expanded (Qualitative) - Blood	F1042B	\$198.00
Multi	FTOX Designer Opioids & Fentalogs - Expanded (Qualitative) - Blood	F1046B	\$257.00
1	FTOX Confirmation (Per Specialty/Non-Routine Drug) - Blood	varies	\$270.00
Multi	FTOX Drug Facilitated Crime-Blood (per case price)	FP022B	\$324.00

#### Lab-Based Testing - Tissue & Other Biological Matrices

##### Standard Drug Panels

<b>Services Include:</b> <i>laboratory test or panel only</i>			
No. Drugs	Item Description	Item ID	Price per Test



<b>Multi</b>	FTOX Expanded Panel (Qualitative) - Tissues and Other Biological Matrices Forensic analysis of illicit and prescription drugs, including opioids	FP002X	\$280.00
<b>Multi</b>	Expanded Panel (Confirm) - Tissues and Other Biological Matrices Forensic analysis of illicit and prescription drugs, including opioids	FP222X	\$320.00
<b>Multi</b>	FTOX Vitreous Panel - Forensic vitreous fluid analysis including; electrolytes, urea nitrogen, creatinine and glucose	FP759X	\$66.00
<b>Multi</b>	FTOX Volatiles Panel (Confirm) - Tissues and Other Biological Matrices Forensic volatiles analysis including; ethanol, methanol, isopropanol and acetone	FP852X	\$265.00
<b>Multi</b>	FTOX Designer Opioids & Fentalogs - Expanded (Qualitative) - Tissues and Other Biological Matrices	F1046X	\$352.00
<b>1</b>	FTOX Confirmation (Per Routine Drug) - Tissue and Other Biological Matrices	varies	\$166.00

### Specialty Drugs

No. Drugs	Item Description	Item ID	Price per Test
<b>1</b>	FTOX Confirmation (Per Specialty/Non-Routine Drug) - Tissue and Other Biological Matrices	varies	\$285.00

### Court Services

	Ascertain Forensics FTOX Opinion Letter	F9014F	\$185.00 per letter
	Ascertain Forensics FTOX Expert Testimony - Hourly	F9009F	\$495.00 per hour + travel expenses
	Ascertain Forensics FTOX Expert Testimony - Daily	F9010F	\$3,300.00 per day + travel expenses
	Ascertain Forensics FTOX Litigation & File Prep - Hourly	F9015F	\$95.00 per hour

### Special Lab Handling Service

	Item Description	Item ID	Price per Specimen
	<b>Alere Forensics FTOX Specimen Return / Handling</b> <i>For the return of specimens to Alere Forensics clients.</i>	F9020F	\$46.00 per specimen
	<b>Alere Forensics FTOX Tissue Prep</b> <i>For Alere Forensics testing of biological matrices requiring special sample preparation.</i>	F9013F	\$33.00 per sample

## Alere Toxicology Services

**Marketplace: Workplace, Criminal Justice, Child & Family Services**

### Lab-Based Testing - Self Collected Urine

The most current version

#### Standard Drug Panels

<https://members.alere.com/Products/documents>

**Services Include:** laboratory panel screen only with separate confirmation fee

**Standard Drug Selection Includes:** Alcohol (Ethanol), Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Ecstasy (MDMA), 6-MAM (Heroin, metabolite), Marijuana (THC), Methadone, Opiates (Codeine & Morphine), PCP, Propoxyphene

**Adulteration:** Creatinine, pH & General Oxidants automatically tested

No. Drugs	Item Description	Item ID	Price per Test
up to 9	Alere NDOT 5-9 Drug Standard Urine Lab Panel - Screen Only	Various	\$10.00
10 to 14	Alere NDOT 10-14 Drug Standard Urine Lab Panel - Screen Only	Various	\$13.00
1	Alere GC-MS or LC-MS/MS Confirmation, Cost Per Standard Drug	Various	\$15.00

#### Specialty Drug Panels

**Services Include:** laboratory panel screen only with separate confirmation fee; MRO review optional and charged at an additional cost depending on client

No. Drugs	Item Description	Item ID	Price per Test
1	Alere D/L Isomer Differentiation – Amphetamines/ Methamphetamines	871	\$45.00
5	Alere Panel 5000: DOT (Regulated) Lab Test	5000	\$13.00
5	Alere Panel 3500: 5 Drug Expanded Opiates +MDMA/6AM (MIRROR 10-1-2017 GUIDELINES)	3500	\$13.00
10	Alere Panel 202: 10 Drug AMP/BAR/BZO/COC/THC/MTD/MEQ/OPA/PCP/PPX	202	\$13.00

#### Stand-Alone and Add-On Specialty Tests

**Services Include:** laboratory testing (screen, confirmation, reflex specified in test description)

No. Drugs	Item Description	Item ID	Price per Test
1	Alere EtG/EtS Add-On Screen w/ reflex confirmation (add'l charge)	541	\$10.00
1	Alere Cotinine (Nicotine) Add-On Screen-Only	790	\$10.00
Multi	Alere Designer Stimulants Test	922	\$25.00
1	Alere GHB Add-On, Confirmation only	634	\$10.00
Multi	Alere Panel 2912: Synthetic Cannabinoids (K2) - Full LC (Expanded) Screen + Confirmation	2912	\$45.00
Multi	Alere Panel Synthetic Cannabinoids (K2) - Screen w/ reflex confirmation (add'l charge)	859	\$25.00

### Lab-Based Testing - Self Collected Oral Fluid

#### Standard Drug Panels

**Services Include:** laboratory screen and confirmation; MRO review optional and charged at an additional cost depending on client selection

**Standard Drug Selection Includes:** Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Marijuana (THC), Methadone, Methamphetamine (including MDMA and MDA), Opiates (including Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone, and Heroin metabolite (6-AM)), PCP

No. Drugs	Item Description	Item ID	Price per Test
N/A	503-0512: OraSure Intercept® Oral Fluid Collection Device-5 Pack - purchase required prior to testing	503-0512	\$20.00 for 5-pack
6	Alere Panel 514: Oral Fluid 6 Drug Lab Test	514	\$21.00
5 to 10	Alere 5-10 Panel Lab Based Oral Fluid Drug Test	Various	\$23.00

### Additional Services

#### MRO Services

	Item Description	Item ID	Price per Test
	<b>MRO Services</b> May be bundled into lab pricing if required by MMCAP Member; however, Member will need to select their own MRO. Note that use of MRO may delay results receipt.	N/A	\$20.00 per result

#### Court Services

	Item Description	Item ID	Price per Test
	<b>Alere Toxicology Telephone Expert Witness Testimony - Toxicologist</b>	N/A	\$250.00 per instance
	<b>Alere Toxicology Video Conferencing Testimony (results only)</b>	N/A	\$250.00 per instance
	<b>Alere Toxicology In-Person Expert Witness Testimony or Deposition (Per Hour) - Toxicologist</b> Alere will provide a qualified expert witness to appear personally in court or at attorney's office for testimony or deposition. Alere's experts will be able to testify on the same matters listed in the items above. Travel, food, and lodging expenses will also be charged to the client at cost, and mileage will be assessed at \$0.50/mile.	N/A	\$165.00 per hour or \$1200.00 per day + travel expenses
	<b>Alere Toxicology Affidavit</b> Alere will provide an affidavit that is either written by the client or a standard in-house affidavit that describes the processes and procedures used to test a specific specimen. It includes the qualifications of the Laboratory Director and Certifying Scientist, the lab's accessioning protocol, the testing methodology, and the result of Alere's analysis. This affidavit will be signed by one of Alere's qualified toxicologists and witnessed by a notary public to certify its authenticity.	N/A	\$50.00 per affidavit

	<b>Alere Toxicology Document Preparation</b>	N/A	\$50.00 per drug class per specimen
	<b>Alere Toxicology Litigation Packet</b> ATS personnel will prepare a comprehensive litigation package that includes the following items: copy of the external chain of custody form; wcreening data from the initial immunoassay analysis; confirmation data from the GC/MS analysis; internal chain of custody documentation; instrument calibration and control data; quality control results; final report; drug information; qualifications of Lab Director and/or Certifying Scientist.	N/A	\$150.00 per packet
	<b>Alere Toxicology Expert Witness Review</b> <a href="https://members.infuse-mn.gov/contract-documents/">https://members.infuse-mn.gov/contract-documents/</a>	N/A	\$80.00 per drug class per specimen

### Training

	Item Description	Item ID	Price per Test
	<b>Education &amp; Training Services - In-Person per hour</b> *Number of Annual On-Site Visits Negotiated on a Case-by-Case Basis	N/A	\$0.00
	<b>Education &amp; Training Services - Online per hour</b>	N/A	\$0.00

### Data Integration

	Item Description	Item ID	Price per Test
	<b>Data Integration Feasibility Analysis</b> Data Integration feasibility analysis is provided at no fee. Direct interfaces into Client data systems are provided at no charge, as is the use of the Alere DataLink system. Please note that some third party software/data integration vendors do charge a per specimen fee. All Abbott Toxicology entities will work with third party vendors for data integration, however will not be held responsible for third party fees.	N/A	\$0.00
	<b>Integration Services - Per System Integration</b> <i>Please note that we will cover our end of the integration but any other subscription service or development fees associated with the third party software provider will be paid by the MMCAP member.</i>	N/A	\$0.00
	<b>Custom Data Reporting - Per Custom Test Result Report (provided by on-line access, fax, or mail)</b> <i>Please note that we will cover our end of the integration but any other subscription service or development fees associated with the third party software provider will be paid by the MMCAP member.</i>	N/A	\$0.00

### Technical Assistance

	Item Description	Item ID	Price per Test
	<b>Toxicology Support Services Team Assistance</b> <i>Trained staff available for consultation on common results interpretation questions, investigation of lab specimen status, initiation of follow-up confirmation or specialty testing on a previously tested specimen, etc. Available via phone, fax, or email.</i>	N/A	\$0.00
	<b>Consultation with a Toxicologist</b> <i>Direct access to certified toxicologists for complex questions regarding result interpretations, possible drug interactions/cross-reactivity, drug retention/detection times, and other general toxicology inquiries.</i>	N/A	\$0.00
	<b>Technical Support - AlereDataLink</b> <i>Access to our I.T. helpdesk team for support and troubleshooting of web portal issues.</i>	N/A	\$0.00

### Special Lab Handling Service

	Item Description	Item ID	Price per Specimen
	<b>Specimen Retrieval from Storage for Follow-Up Testing</b> <i>Fee is for retrieving a specimen from storage after the final test result has been reported for a new test request. Fee is in addition to actual test fee. This fee may be waived depending on customer scenario and permanent waiver may be negotiated on a member-by-member basis. Fee is waived/already included in charges for litigation packets or testimony.</i>	PULL	\$10.00

## eScreen

### Marketplace: Workplace/Employment

*eScreen offers an expansive network of clinics and encompasses many diverse partnerships across the U.S. in every state. eScreen's collection site network has 3 categories: In-Network, In-Network Tier 2, and Out of Network. In-Network is the most desirable, cost efficient option for eScreen clients to use. In-Network Tier 2 are equally desirable but have slightly higher price point. Out of Network clinics are typically only used when an In-Network facility is geographically not available and carry the highest price point.*

Accurate as of July 20, 2023  
The most current version  
<https://members.infuse-mn.gov/contract-documents>.

- Items with collections included below are subject to availability of collection sites based on geographical requirements (e.g. city/county, proximity to agency, proximity to transportation) and other client-specific requirements (e.g. observed/unobserved collections, desired business hours, interpretation services, staff background check requirements, etc.). Costs may vary based on geographical restrictions.
- All prices for lab-based urine and oral testing below are dependent upon use of Alere Toxicology Services as the laboratory performing testing.
- "In Network" and "Out of Network" collectors will be identified by eScreen and visible in MyeScreen for MMCAP Members during test set-up.
- Emergency On-Site BAT and Emergency On-Site Drug Screen Testing Services (After Hours Collections) pricing may be negotiated depending on geographical availability and collector pricing.
- Items offered by eScreen are currently only offered for agencies where testing is for employment/preemployment purposes.

#### Breath Alcohol Testing with eScreen-Managed Collections

##### Breath Alcohol Testing (BAT) Options

**Services Include:** collection and BAT test

No. Drugs	Item Description	Item ID	Price per Test
1	eScreen Managed Breath Alcohol Testing (In Network)	N/A	\$38.00
1	eScreen Managed Breath Alcohol Testing (Out of Network)	N/A	\$48.00
1	eScreen Managed Emergency On-Site Breath Alcohol Testing Service (no advance notice)	N/A	Collector fee capped at \$750.00

#### Lab-Based Testing - Urine with eScreen-Managed Collections

##### Standard Drug Panels

**Services Include:** collection, laboratory screen and confirmation, MRO review

**Standard Drug Selection Includes:**

5-drug panel: Amphetamines/Methamphetamines, Cocaine, Marijuana (THC), Opiates (Codeine & Morphine), PCP

9-drug panel: Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Opiates (Codeine & Morphine), PCP, Propoxyphene

\*Drug substitutions may be considered upon request. See Specialty Drug section for typical specialty add-ons.

**Adulteration:** Creatinine, pH & General Oxidants automatically tested

\*Larger panels including more standard drugs and/or specialty drugs may be negotiated on a client-by-client basis.

No. Drugs	Item Description	Item ID	Price per Test
5 or 9	eScreen Managed Lab-Based NDOT 5-9 Panel Urine Drug Screen Service (In Network Tier 1) - Standard Drugs Only	N/A	\$31.35
5 or 9	eScreen Managed Lab-Based NDOT 5-9 Panel Urine Drug Screen Service (In Network Tier 2) - Standard Drugs Only	N/A	\$34.35
5 or 9	eScreen Managed Lab-Based NDOT 5-9 Panel Urine Drug Screen Service (Out of Network) - Standard Drugs Only	N/A	\$46.35
5	Bundled Laboratory Testing and Specimen Collection - DOT look-alike laboratory test + Paper-based collection + MRO Review (positive and negative results) (In Network Collection Tier 1)	N/A	\$34.00
5	Bundled Laboratory Testing and Specimen Collection - DOT look-alike laboratory test + Paper-based collection + MRO Review (positive and negative results) (In Network Collection Tier 2)	N/A	\$37.00
5	Bundled Laboratory Testing and Specimen Collection - DOT look-alike laboratory test + Paper-based collection + MRO Review (positive and negative results) (Out of Network Collection)	N/A	\$47.00
Multi	eScreen Managed On-Site Drug & Alcohol Testing Service At Company's request, Contractor will arrange for personnel to perform drug testing services at one or more Company facilities ("On-Site Drug Testing Services"). On-Site collections shall occur between 7:00 am and 9:00 pm; additional fees may apply to On-Site collections performed between 9:01 pm and 6:59 am.	N/A	Company shall pay Contractor fees equal to the greater of the following for each On-Site Drug Testing Services event: a) Onsite Testing Commitment Fee of \$400.00; or b) Contracted Rate for Service per test as applicable + on-site event fees + \$5.00 eScreen administrative fee per test + Rush Fee (if applicable)
N/A	eScreen Managed On-Site Testing Rush Fee – Company will be charged a rush fee if Company requests On-Site Testing Services with less than 72 business hours prior to the start of the event.	N/A	\$350.00
N/A	eScreen Managed On-Site Testing Cancellation Fee – Company will be charged a cancellation fee if Company cancels On-Site Drug Testing Services with less than 48 business hours prior to the start of the event.	N/A	\$400.00
N/A	eScreen Managed Emergency On-Site Drug Screen Testing Services (After Hours Collections) eScreen will provide Member access to after hours call in line to support the coordination Post Accident or Reasonable Suspicion testing needs after normal business hours. Testing coordinators will attempt to find a clinic that is open for extended hours or arrange for a collector to come to Member site to complete required testing. Members would be charged their normal drug/alcohol testing rates and any additional fees are passed along at cost (mapped to corresponding network of collection site/agent).	N/A	Collector fee capped at \$750.00

##### Add-On Specialty Tests

1	Alcohol (Ethanol) - cost addl. to any panel	N/A	\$3.00
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<b>Multi</b>	Bath Salts test - cost addl. to any panel/standalone	N/A	\$25.00
<b>1</b>	Buprenorphine - cost addl. to any panel	N/A	\$10.00
<b>1</b>	Carisoprodol - cost addl. to any panel	N/A	\$8.50
<b>1</b>	Cotinine test- cost addl. to any panel	N/A	\$10.00
<b>1</b>	Ecstasy - cost addl. to any panel	N/A	\$1.00
<b>1</b>	Expanded Opiates (Excludes Oxycodone) test - cost addl. to any panel	N/A	\$3.00
<b>1</b>	Fentanyl - cost addl. to any panel	N/A	\$7.00
<b>1</b>	Heroin - cost addl. to any panel	N/A	\$0.50
<b>1</b>	Hydrocodone at custom levels test- cost addl. to any panel	N/A	\$1.00
<b>1</b>	K2 test - cost addl. to any panel/standalone	N/A	\$25.00
<b>1</b>	Ketamine - cost addl. to any panel	N/A	\$17.50
<b>1</b>	Meperidine - cost addl. to any panel	N/A	\$7.00
<b>5</b>	Narcotics panel (oxycodone, meperidine, fentanyl, nalbuphine, pentazocine)	N/A	\$20.00
<b>1</b>	Oxycodone - cost addl. to any panel	N/A	\$4.00
<b>1</b>	Tramadol - cost addl. to any panel	N/A	\$7.00
<b>Multi</b>	Tricyclic Antidepressants - cost addl. to any panel	N/A	\$15.00
<b>1</b>	Zolpidem (Ambien) - cost addl. to any panel	N/A	\$10.20

### Lab-Based Testing - Self-Collected Urine

#### Standard Drug Panels

**Services Include:** laboratory screen and confirmation, MRO review

**Standard Drug Selection Includes:**

*5-drug panel:* Amphetamines/Methamphetamines, Cocaine, Marijuana (THC), Opiates (Codeine & Morphine), PCP

*9-drug panel:* Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Opiates (Codeine & Morphine), PCP, Propoxyphene

\*Drug substitutions may be considered upon request. See Add-On Specialty Tests section for typical specialty add-ons.

**Adulteration:** Creatinine, pH & General Oxidants automatically tested

\*Larger panels including more standard drugs and/or specialty drugs may be negotiated on a client-by-client basis.

No. Drugs	Item Description	Item ID	Price per Test
<b>5 or 9</b>	eScreen Managed Lab-Based NDOT 5-9 Panel Urine Drug Screen Service (Self Collected)	N/A	\$17.00

### Instrumented Point of Collection Testing - Urine with eScreen Managed Collections

#### Standard Drug Panels

**Services Include:** Collection, screen (rapid device) and confirmation, MRO review. Negative results available within 15 minutes from time of collection.

**Standard Drug Selection Includes:**

*5-panel eCup:* Methamphetamines, Cocaine, Marijuana (THC), Opiates (Codeine & Morphine), PCP + Creatinine, Oxidants, and pH

*10-panel xCup:* Amphetamines, Methamphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Opiates (Codeine & Morphine), Oxycodone, PCP + Creatinine, Oxidants, and pH

No. Drugs	Item Description	Item ID	Price per Test
<b>5</b>	eScreen Managed Instrumented Test - 5 Panel Configuration (eCUP) (In Network Tier 1)	N/A	\$28.35
<b>5</b>	eScreen Managed Instrumented Test - 5 Panel Configuration (eCUP) (In Network Tier 2)	N/A	\$31.35
<b>5</b>	eScreen Managed Instrumented Test - 5 Panel Configuration (eCUP) (Out of Network)	N/A	\$43.35
<b>up to 10</b>	eScreen Managed Instrumented Test - 6-10 Panel Configuration (xCUP) (In Network Tier 1)	N/A	\$30.35
<b>up to 10</b>	eScreen Managed Instrumented Test - 6-10 Panel Configuration (xCUP) (In Network Tier 2)	N/A	\$33.35
<b>up to 10</b>	eScreen Managed Instrumented Test - 6-10 Panel Configuration (xCUP) (Out of Network)	N/A	\$45.35

### Lab-Based Testing - Oral Fluid with eScreen-Managed Collections

#### Standard Drug Panels

**Services Include:** collection, laboratory screen and confirmation, MRO review

**Standard Drug Selection Includes:** Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Marijuana (THC), Methadone, Methamphetamine (including MDMA and MDA), Opiates (including Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone, and Heroin metabolite (6-AM)), PCP

\*Please see urine section above for After Hours, Onsite Testing, and Rush Fee options that also apply to oral fluid test options.

No. Drugs	Item Description	Item ID	Price per Test
<b>5</b>	eScreen Managed 5 Panel Lab based Oral Fluid Test - Collections Included	N/A	\$45.25
<b>9</b>	eScreen Managed 9 Panel Lab based Oral Fluid Test - Collections Included	N/A	\$46.25

### Lab-Based Testing - Self-Collected Oral Fluid

#### Standard Drug Panels

**Services Include:** laboratory screen and confirmation, MRO review

**Standard Drug Selection Includes:** Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Marijuana (THC), Methadone, Methamphetamine (including MDMA and MDA), Opiates (including Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone, and Heroin metabolite (6-AM)), PCP

\*Larger panels including more standard drugs and/or specialty drugs may be negotiated on a client-by-client basis.

No. Drugs	Item Description	Item ID	Price per Test
N/A	Oral Fluid Collection Device - need to be ordered prior to collection for self-collected tests	Various	\$4.00 per device
<b>5</b>	eScreen Managed 5 Panel Lab based Oral Fluid Test - Self-Collected Rate	Various	\$21.25



9	eScreen Managed 9 Panel Lab based Oral Fluid Test - Self-Collected Rate	Various	\$22.25
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### Lab-Based Testing - Hair

#### Standard Drug Panels

**Services Include:** collection (if specified below), laboratory screen and confirmation, MRO, review

**Standard Drug Selection Includes:** Contact your eScreen rep for details. [The most current version https://members.infuse-mn.gov/contract-documents](https://members.infuse-mn.gov/contract-documents)

No. Drugs	Item Description	Item ID	Price per Test
7	eScreen Managed Hair Test - Psychemedics Lab, 7 Panel Drug Screen (Self Collected)	N/A	\$75.00
7	eScreen Managed Hair Test - Psychemedics Lab, 7 Panel Drug Screen (In Network Tier 1)	N/A	\$85.00
7	eScreen Managed Hair Test - Psychemedics Lab, 7 Panel Drug Screen (Out of Network)	N/A	\$90.00
5	eScreen Managed Hair Test - Omega Lab, 5 Panel Drug Screen (Self Collected)	N/A	\$75.00
5	eScreen Managed Hair Test - Omega Lab, 5 Panel Drug Screen (In Network Tier 1)	N/A	\$85.00
5	eScreen Managed Hair Test - Omega Lab, 5 Panel Drug Screen (Out of Network)	N/A	\$90.00
7	eScreen Managed Hair Test - Omega Lab, 7 Panel Drug Screen (Self Collected)	N/A	\$75.00
7	eScreen Managed Hair Test - Omega Lab, 7 Panel Drug Screen (In Network Tier 1)	N/A	\$85.00
7	eScreen Managed Hair Test - Omega Lab, 7 Panel Drug Screen (Out of Network)	N/A	\$90.00

### Occupational Health Services

#### Physicals

	Item Description	Item ID	Price per Service
	<b>NDOT Physical - In Network</b> NDOT Physical (not medically reviewed), Electronic Results Reporting through myescreen.com. Physicals pricing predicated on use pre-notification feature for all physicals (In Network)	N/A	\$90.00
	<b>NDOT Physical - Out of Network</b> NDOT Physical (not medically reviewed), Electronic Results Reporting through myescreen.com. Physicals pricing predicated on use pre-notification feature for all physicals (Out of Network)	N/A	\$125.00
	<b>Audiogram (In Network)</b>	N/A	\$55.00
	<b>Audiogram (Out of Network)</b>	N/A	\$60.00
	<b>Vision Test: Snellen (In Network)</b>	N/A	\$20.00
	<b>Vision Test: Snellen (Out of Network)</b>	N/A	\$35.00
	<b>Vision Test: Titmus (In Network)</b>	N/A	\$39.00
	<b>Vision Test: Titmus (Out of Network)</b>	N/A	\$45.00
	<b>Vision Test: Ishihara (In Network)</b>	N/A	\$32.00
	<b>Vision Test: Ishihara (Out of Network)</b>	N/A	\$41.00
	<b>Vision Test: Jaeger (In Network)</b>	N/A	\$23.00
	<b>Vision Test: Jaeger (Out of Network)</b>	N/A	\$49.00
	<b>OSHA Respirator Questionnaire (In Network)</b>	N/A	\$44.00
	<b>OSHA Respirator Questionnaire (Out of Network)</b>	N/A	\$55.00
	<b>Pulmonary Function Test/Spirometry (In Network)</b>	N/A	\$66.00
	<b>Pulmonary Function Test/Spirometry (Out of Network)</b>	N/A	\$75.00
	<b>Respirator Fit Test- Qualitative (In Network)</b>	N/A	\$67.00
	<b>Respirator Fit Test- Qualitative (Out of Network)</b>	N/A	\$75.00
	<b>Respirator Fit Test- Quantitative (In Network)</b>	N/A	\$64.00
	<b>Respirator Fit Test- Quantitative (Out of Network)</b>	N/A	\$75.00
	<b>Chest x-ray – 1 view (In Network)</b>	N/A	\$92.00
	<b>Chest x-ray – 1 view (Out of Network)</b>	N/A	\$105.00
	<b>Chest x-ray – 2 views (In Network)</b>	N/A	\$97.00
	<b>Chest x-ray – 2 views (Out of Network)</b>	N/A	\$109.00
	<b>Height/Weight/ Blood Pressure (In Network)</b>	N/A	\$30.00
	<b>Height/Weight/ Blood Pressure (Out of Network)</b>	N/A	\$35.00

### Additional Services

#### Data Integration

	Item Description	Item ID	Price per Service
	eScreen Integration Services: Standard Results & Status - Set Up Fee	N/A	\$0.00
	eScreen Integration Services: Standard Results & Status- Annual Fee	N/A	\$0.00
	eScreen Integration Services: Standard Single Sign On (SSO) - Set Up Fee	N/A	\$1,500.00
	eScreen Integration Services: Standard Single Sign On (SSO) - Set Annual Fee	N/A	\$300.00
	eScreen Integration Services: eScreen Connect - Set Up	N/A	\$5,000.00

	eScreen Integration Services: eScreen Connect - Annual Fee	N/A	\$1,000.00
	eScreen Integration Services: Custom Integration - Set Up	N/A	\$10,000 for up to 20 hours; \$250 per hour for additional work
	eScreen Integration Services: Custom Integration - Annual Fee	N/A	20% of Set-up fee

### Technical Assistance 2023

	Item Description	Item ID	Price per Service
	<b>Technical Support - MyeScreen</b> Access to our I.T. helpdesk team for support and troubleshooting of web portal issues.	N/A	\$0.00

### Additional Collections Support Options

All "eScreen Managed Lab Tests" on the Non-DOT Program test offering include MRO and collection management features such as eScheduling (web or paper), COC tracking, and result reporting via MyeScreen. We have also provided various services (with fees) for "After Hours" and other "Onsite" collection options on the Non-DOT tab. However, the following additional collections management services are also available.

	Item Description	Item ID	Price per Service
	<b>Randoms Management - Standalone Pool</b> Used for employers with 50 or more covered employees for a random selection pool. Pool consists only of employer's employees. eScreen will make random selections as required by DOT regulation and provide those selections to the client.	N/A	\$300.00 Annual Fee per Managed Pool
	<b>Randoms Management - Consortium Pool</b> Used for employers with 50 or less covered employees for a random selection pool. Pool consists of many smaller employers' employees grouped together. eScreen will make random selections as required by DOT regulation and provide those selections to the client.	N/A	\$150.00 Annual Fee per Managed Pool
	<b>Observed Collections Fee</b> For situations in which an observed collection is required (upcharge for this service).	N/A	\$10.00 per collection

### Special Lab Handling Service

	Item Description	Item ID	Price per Specimen
	<b>Specimen Retrieval from Storage for Follow-Up Testing</b> Fee is for retrieving a specimen from storage after the final test result has been reported for a new test request. Fee is in addition to actual test fee. This fee may be waived depending on customer scenario and permanent waiver may be negotiated on a member-by-member basis. Fee is waived/already included in charges for litigation packets or testimony.	N/A	\$10.00

**Immunoanalysis****Marketplace: Government-Operated Laboratories****Reagents**

<b>ELISA Kits for Forensic Matrices</b>			
<b>No. Drugs</b>	<b>Item Description</b>	<b>Item ID</b>	<b>Price per Kit</b>
	Amphetamine ELISA Kit (2-plate kit)	209-0192	\$268.80
	Barbiturates ELISA Kit (2-plate kit)	210-0192	\$268.80
	Benzodiazepines ELISA Kit (2-plate kit)	214-0192	\$268.80
	Cannabinoids (CTHC/THCA) ELISA Kit (2-plate kit)	205-0192	\$268.80
	Cocaine/Benzoylecgonine (BE) ELISA Kit (2-plate kit)	212-0192	\$268.80
	Cocaine Metabolite (BE) ELISA Kit	206-0192	\$268.80
	LSD ELISA Kit (2-plate kit)	215-0192	\$268.80
	Methadone ELISA Kit (1 plate kit)	232-0096	\$134.40
	Methamphetamine ELISA Kit (2-plate kit)	211-0192	\$268.80
	Morphine Specific ELISA Kit (2-plate kit)	213-0192	\$268.80
	Opiates ELISA Kit (2-plate kit)	207-0192	\$268.80
	PCP ELISA Kit (2-plate kit)	208-0192	\$268.80
	Propoxyphene ELISA Kit (1 plate kit)	237-0096	\$134.40
	Acetaminophen ELISA Kit (1 plate kit)	227-0096	\$148.80
	Buprenorphine ELISA Kit (1 plate kit)	236-0096	\$148.80
	Carisoprodol ELISA Kit (1 plate kit)	231-0096	\$148.80
	Cotinine ELISA Kit (1 plate kit)	217-0096	\$148.80
	Dextromethorphan ELISA Kit (1 plate kit)	238-0096	\$148.80
	Diphenhydramine (1 plate kit)	242-0096	\$148.80
	Fentanyl ELISA Kit (1 plate kit)	218-0096	\$148.80
	Ketamine ELISA Kit (1 plate kit)	240-0096	\$148.80
	Meperidine ELISA Kit (1 plate kit)	220-0096	\$148.80
	Methylphenidate ELISA Kit (1 plate kit)	219-0096	\$148.80
	Naltrexone ELISA Kit (1 plate kit)	239-0096	\$148.80
	Oxycodone (Urine) ELISA Kit (1 plate kit)	221-0096	\$148.80
	Oxycodone (Blood) ELISA Kit (1 plate kit)	221B-0096	\$148.80
	Salicylates ELISA Kit (1 plate kit)	228-0096	\$148.80
	Tramadol ELISA Kit (1 plate kit)	225-0096	\$148.80
	Tricyclics ELISA Kit (1 plate kit)	222-0096	\$148.80
	Zolpidem ELISA Kit (1 plate kit)	233-0096	\$148.80



**ATTACHMENT B****Shipping Policy**

**Supplies and Rapid Test Devices:** Standard product delivery method is FedEx standard ground delivery (5-7 business days); however, upon request we are able to offer 2-day delivery, standard overnight delivery (1 business day, by 3:00 p.m.), priority overnight delivery (1 business day, typically by 10:30 a.m.), and a.m. priority overnight delivery (1 business day, typically by 8:30 a.m.). All delivery method availabilities are dependent on FedEx capability and geographical location. All items shipped FOB Destination, Freight Prepaid and Allowed terms, but this will not include Alaska or Hawaii. Shipping for Alaska and Hawaii customers will be determined and negotiated on a case-by-case basis. Only ground delivery will be provided free of charge (continental U.S.); expedited options such as 2-day delivery and standard overnight delivery, will be charged to the MMCAP Member. Before delivery, Vendor will notify the Member of the estimated costs.

Reagent Products will be shipped FOB (Vendor's Location) 2<sup>nd</sup> day air and charged to the MMCAP Member.

**Specimen Shipment to RTL:** Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment.

**ATTACHMENT C**  
**Return Policy**

Any order rejected by Participating Member on the basis that the Product is either is defective may be returned to Vendor for full credit or replacement. All claims must be made within thirty (30) days from date of invoice. Any costs associated with the return of Product due to Participating Member absence or inability to accept delivery will result in Participating Member being charged for product.

### ATTACHMENT D Required Reporting

**1. Reporting Requirements.** All reports indicated in this section must be available in an electronic Microsoft Excel file format and contain the required information fields set forth below. Vendor will work with the MMCAP during the transition and implementation period of this Agreement to ensure the Vendor submits the required reports whose format and content are mutually agreeable to both parties. If requested by an MMCAP Member, MMCAP Member, or the 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 the MMCAP Office accurate monthly sales data on or before the 10th day of the subsequent calendar month (e.g., June's data will be due on July 10th). The report must include Product dollar spend amount sorted in descending order and grouped by Product category. Also, the report MUST include the information set forth below for every transaction between the Vendor and the MMCAP Member:
- The Table 1 details the required fields for the sales data report.
- B. **Administrative Fee Data Report.** Separately from the reporting requirements of 39.1, when the Vendor is selling directly to a Member, the Vendor must submit a monthly Administrative Fee Data Report with each Administrative Fee payment that includes sales made direct from Vendor to the MMCAP Member and any sales through the approved distribution channel.

The monthly Administrative Fee Data Report must contain the fields included as set forth below those fields apply to this Agreement. All required Administrative Fee Data Reports must be sent to: [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us) on or before the 10th day of the second subsequent month (e.g., June's data will be due July 10th). Failure to comply with this provision may constitute breach of this Agreement. In the event the Vendor is delinquent in any undisputed Administrative Fees, MMCAP reserves the right to terminate this Agreement.

**Sample Administrative Fee Data Report**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V																																					
					MMCAP Assigned Distributor Number (Card=001, ABC=0401, M&D=0701)																																																					
					MMCAP Assigned Manufacturer Number																																																					
					Direct or Indirect Sales (I=Indirect, D=Direct)																																																					
					Invoice Date (Point of Sale Date)																																																					
					Invoice Number																																																					
					MMCAP Facility Name																																																					
					Vendor's Account Number for the MMCAP Facility																																																					
					MMCAP Facility DEA																																																					
					MMCAP Facility HIN																																																					
					MMCAP Facility Address																																																					
					MMCAP Facility City																																																					
					MMCAP Facility State																																																					
					Product's NDC (Use all 11 digits(00076988888))																																																					
					Product Name																																																					
					Credit Indicator																																																					
					Contracted Units																																																					
					MMCAP Contracted Unit Price																																																					
					Admin Fee Decimal Percentage																																																					
					Vendor Contracted Sales																																																					
					Administrative Fee Payment Amount																																																					

**Table 1** <https://members.infuse-mn.gov/contract-documents>.

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)
Vendor's (Distributor) SKU item number
Label Name (Product description)
Unit Dose (may be left blank if not pharmaceutical)
Unit (selling unit of measure)
Case Size (case packaging size)
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

**ATTACHMENT E****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 may 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 pursuant to the Data Practices Act, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
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(1) – (4).
4. **Affirmative Action Requirements.**
  - A. Covered contracts and vendors. If the Agreement exceeds \$100,000 and the Vendor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
  - B. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (**Commissioner**) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
  - C. Minn. R. 5000.3400-5000.3600.
    - i. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
    - ii. Disabled Workers. The Vendor must comply with the following affirmative action requirements for disabled workers.
      - a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
      - b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
      - c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
      - d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
  - iii. **Consequences.** The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or Minnesota.
  - iv. **Certification.** The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.
5. **E-Verify certification (In accordance with Minn. Stat. § 16C.075).** To the extent applicable to Vendor, 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 for Services provided to Minnesota state agencies, 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.** To the extent applicable, under Minn. Stat. § 16C.08, subd. 2 (10), for Services provided directly to Minnesota state agencies, 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, for services provided to a Minnesota state agency hereunder, Vendor must pay all subcontractors, less any retainage, within ten (10) calendar days of the Vendor's receipt of payment from the State of Minnesota 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).

**ATTACHMENT F**  
**MEMBER DESIGNATION FORM**

**DESIGNATION FORM**

Customer Name	
Address	
City, State, ZIP	
Customer Point of Contact	

The undersigned duly authorized representative of the above named Customer hereby acknowledges and agrees on behalf of itself and all of its present and future affiliates, that (1) such Customer is a current member of the MMCAP group purchasing organization, and (2) Customer hereby elects to make purchases of products and services identified in the attached **Exhibit A** from Redwood Toxicology Laboratory, Inc. pursuant to MMCAP Agreement No. MMS2000332 between the State of Minnesota and Redwood Toxicology Laboratory, Inc. ("**Redwood**"), and if services in Exhibit A include confirmation lab testing, Customer shall only procure and use devices provided by Redwood and identified in Exhibit A related to such testing.

Signed on behalf of Customer by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**AMENDMENT NO. 1 TO MMCAP INFUSE CONTRACT NO. MMS2000332**

THIS AMENDMENT NO. 1 (“**Amendment**”) to MMS2000332 (“**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 Redwood Toxicology Laboratory, Inc., a California corporation and subsidiary of Abbott Laboratories with an address of 3650 Westwind Blvd., Santa Rosa, California 95403. (“**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 amended as set forth in Exhibit 1 of this Amendment, which is attached and incorporated.

**VENDOR: Redwood Toxicology Laboratory, Inc. a subsidiary of Abbott Laboratories**

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: Mary Tardel  
Title: Director, Government Services  
Date: 2/19/2021

**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: \_\_\_\_\_  
Signature: James Losinski  
Date: 2/22/2021

**COMMISSIONER OF ADMINISTRATION**

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

Name: \_\_\_\_\_  
Signature: Wendy Savakes  
Date: 2/23/2021

## Redwood Toxicology Laboratory

**Marketplace: Criminal Justice, Child & Family Services, Mental/Behavioral Health**

• For RTL products, Members within the continental U.S. will receive ground delivery service via FedEx free of charge. Expedited shipping of products will be at cost. Shipping outside of continental U.S. to be negotiated separately.

### Rapid Test Devices (On-Sites) July 20, 2023

The most current version

<https://www.mn.gov/contract-documents>

#### Alcohol Testing Products

No. Drugs	Item Description	Item ID	Price per Device	New Price per Device	Change
1	PANEL DIP 01 EtG 500 - For Forensic Use Only (FFUO)	01 568 0008	\$3.05	\$2.55	Price lowered
4	Instant Alcohol Saliva Test Strip - FFUO-	01-362-0004	\$0.75		Remove Product
1	Alco-Screen .02 DOT Approved Alcohol Screen Test (24/box)	01 094 0056	\$1.75	\$1.70	Price lowered

#### Urine Testing Products - Panel Dips

No. Drugs	Item Description	Item ID	Price per Device	New Price per Device	Change
1	PANEL DIP 01 AMPHETAMINES 1000 (AMP 1000)	01 102 0018	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 BARBITURATES 300 (BAR)	01 102 0019	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 BENZODIAZEPINES 300 (BZO)	01 102 0022	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 COCAINE 150 (COC 150)	01 102 0189	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 COCAINE 300 (COC 300)	01 102 0001	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 ECSTASY 500 (MDMA)	01 102 0036	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 MARIJUANA 50 (THC)	01 102 0004	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 METHADONE 300 (MTD)	01 102 0020	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 METHAMPHETAMINES 500 (MAMP 500)	01 102 0190	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 OPIATES 300 (MOP 300)	01 102 0003	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 OPIATES 2000 (OPI 2000)	01 102 1977	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 OXYCODONE 100 (OXY)	01 102 0037	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 PHENCYCLIDINE 25 (PCP)	01 102 0021	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 BUPRENORPHINE 10 (BUP)	01 102 0173	\$0.50	\$0.45	Price lowered
1	PANEL DIP 01 K2/SPICE 50 - For Forensic Use Only (FFUO)	01 501 0073	\$2.00	\$0.85	Price lowered
1	PANEL DIP 01 FENTANYL 200 - For Forensic Use Only (FFUO)	01 568 0009	\$2.20	\$1.75	Price lowered
2	PANEL DIP 02 COC300/MOP300	01 102 0005	\$0.75	\$0.65	Price lowered
2	PANEL DIP 02 COC300/THC	01 102 0006	\$0.75	\$0.65	Price lowered
2	PANEL DIP 02 COC150/THC	01 102 0191	\$0.75	\$0.65	Price lowered
2	PANEL DIP 02 MAMP500/THC	01 102 0192	\$0.75	\$0.65	Price lowered
3	PANEL DIP 03 COC300/MAMP1000/THC	01 102 0009	\$1.00	\$0.83	Price lowered
3	PANEL DIP 03 COC300/MOP300/THC	01 102 0010	\$1.00	\$0.83	Price lowered
3	PANEL DIP 03 MAMP1000/MOP300/THC	01 102 0011	\$1.00	\$0.83	Price lowered
3	PANEL DIP 03 COC300/MAMP1000/MOP300	01 102 0014	\$1.00	\$0.83	Price lowered
3	PANEL DIP 03 COC150/MAMP500/THC	01 102 0193	\$1.00	\$0.83	Price lowered
3	PANEL DIP 03 COC150/MOP300/THC	01 102 0194	\$1.00	\$0.83	Price lowered
5	PANEL DIP 05 COC300/MAMP1000/MOP300/PCP/THC	01 102 0013	\$1.40	\$1.30	Price lowered
5	PANEL DIP 05 BZO/COC300/MAMP1000/MOP300/THC	01 102 0015	\$1.40	\$1.30	Price lowered
5	PANEL DIP 05 AMP1000/COC300/MOP300/PCP/THC	01 102 0033	\$1.40	\$1.30	Price lowered

5	PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC	01 102 0034	\$1.40	\$1.30	Price lowered
5	PANEL DIP 05 AMP1000/COC300/OPI2000/PCP/THC	01 102 0047	\$1.40	\$1.30	Price lowered
5	PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC	01 102 0201	\$1.40	\$1.30	Price lowered
5	PANEL DIP 05 COC150/MAMP500/MOP300/PCP/THC	01 102 0196	\$1.40	\$1.30	Price lowered
5	PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC	01 102 0200	\$1.40	\$1.30	Price lowered
6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	01 102 0016	\$1.60	\$1.50	Price lowered
6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	01 102 0017	\$1.60	\$1.50	Price lowered
6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	01 102 0024	\$1.60	\$1.50	Price lowered
6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	01 102 0119	\$1.60	\$1.50	Price lowered
7	PANEL DIP 07 BZO/COC150/MAMP500/MDMA/MOP300/OXY/THC	01 102 0176	\$2.00	\$1.85	Price lowered
7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC	01 102 0177	\$2.00	\$1.85	Price lowered
9	PANEL DIP 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC	01 102 1970	\$2.45	\$2.35	Price lowered
9	PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	01 102 0180	\$2.45	\$2.35	Price lowered
9	PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC	01 102 0181	\$2.45	\$2.35	Price lowered
10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/ TCA/THC	01 102 0025	\$2.65	\$2.50	Price lowered
10	PANEL DIP 10 BAR/BZO/COC300/MAMP1000/MDMA/MTD/MOP300/OXY/ PCP/THC	01 102 0138	\$2.65	\$2.50	Price lowered
10	PANEL DIP 10 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/THC	01 102 0182	\$2.65	\$2.50	Price lowered
10	PANEL DIP 10 BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/ PCP/THC	01 102 0183	\$2.65	\$2.50	Price lowered
10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MDMA/OPI2000/ PCP/THC	01 102 1943	\$2.65	\$2.50	Price lowered
11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/ PCP/THC	01 102 0184	\$2.75	\$2.70	Price lowered
11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/ PCP/THC	01 102 0185	\$2.75	\$2.70	Price lowered
11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/ PPX/THC	01 102 0186	\$2.75	\$2.70	Price lowered
11	PANEL DIP 11 AMP300/BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/ PCP/THC	01 102 0187	\$2.75	\$2.70	Price lowered
12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/ PCP/ PPX/THC	01 102 0141	\$2.90	\$2.80	Price lowered
12	PANEL DIP 12 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/ OXY/PCP/THC	01 102 0188	\$2.90	\$2.80	Price lowered
12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD/OPI2000/OXY/ PCP/ PPX/THC	01 102 1957	\$2.90	\$2.80	Price lowered
13	PANEL DIP 13 ETG/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/METH1000/MDMA500/MTD300/OPI300/OXY100/THC50 - For Forensic Use Only	01 501 0012	\$8.50	\$6.00	Price lowered

### Urine Testing Products - Cups

No. Drugs	Item Description	Item ID	Price per Device	New Price per Device	Change
6	iCup A.D. 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC + OX, SG, PH	01 102 2022	\$2.50	\$2.40	Price lowered
6	iCup A.D. 06 AMP1000/COC/MAMP1000/OPI2000/PCP/THC + OX, SG, PH	01 102 2023	\$2.50	\$2.40	Price lowered
6	iCup A.D. 06 AMP300/COC300/MDMA/OPI2000/OXY/THC + OX, SG, PH	01 102 2037	\$2.50	\$2.40	Price lowered
7	iCup 07 AMP500/COC150/MAMP500/OPI300/OXY100/THC50/PCP25 (FFUO)	01 102 2203	N/A	\$3.00	New product
8	iCup A.D. 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC + OX, SG, PH	01 102 2038	\$2.80	\$2.75	Price lowered
8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC + OX, CR, PH	01 102 2069	\$2.80	\$2.75	Price lowered
8	iCup A.D. 08 BAR300/BZO300/COC300/MAMP1000/MDMA500/MOP300/OXY100/ THC50 + OX,CR,PH	01 102 2291	\$2.80	\$2.75	Price lowered
9	iCup A.D. 09 OPI300/COC150/THC50/BZO300/PCP25/MAMP1000/BUP10/MTD300/ETG500 + OX, CR, SG, PH (FFUO)	01 102 2204	N/A	\$3.05	New product
9	iCup A.D. 09 ETG500/OPI300/COC300/THC50/AMP1000/mAMP1000/BUP10/OXY100/BZO300 + OX, CR, SG, PH (FFUO)	01 102 2205	N/A	\$3.05	New product
9	iCup 09 BUP10/COC150/MAMP500/OPI300/OXY100/BZO300/MDMA500/THC50/K2 (FFUO)	01 102 2206	N/A	\$3.05	New product
10	iCup 10 - BAR300/BUP10/BZO300/COC300/MAMP1000/MDMA500/MOP300/MTD300/ OXY100/ THC5 (FFUO)	01 102 2281	N/A	\$3.15	New product
12	iCup 12 AMP1000/BAR300/BZO300/COC300/MAMP1000/MTD300/OPI2000/ OXY100/PCP25/PPX300/TCA1000/ THC50 + OX, SG, PH	01 102 2027	\$4.35	\$4.15	Price lowered

14	iCup A.D. 14 ETG500/Fentanyl20/Tramadol200/AMP1000/BUP10/BZO300/COC300/Meth1000/MDMA500/MTD300/OPI300/OXY100/THC50, K2 + OX, CR, SG, PH (FFUO)	01 102 2209	N/A	\$4.30	New product
15	iCup A.D. 15 K2/ETG500/Fentanyl20/Tramadol200/AMP500/BUP10/BZO300/COC150/Meth500/MDMA500/MTD300/OPI300/OXY100/THC50/6-AM + OX, CR, SG, PH (FFUO)	01 102 2210	N/A	\$4.45	New product
11	iCup 11 BAR300/BUP10/BZO300/COC300/MAMP1000/MDMA500/MOP300/MTD300/ OXY100/PCP25/THC50	01 102 2294	\$3.75	\$3.65	Price lowered
12	iCup 12 COC300/THC50/OPI2000/AMP1000/METH1000/PCP25/BZO300/BAR300/MTD300/BUP10/OXY100/ETG500 (FFUO)	01 102 2207	N/A	\$3.85	New product
13	iCup 13 AMP1000/BAR/BUP/BZO/COC300/MAMP/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC	01 102 2028	\$4.50	\$4.15	Price lowered
13	iCup 13 ETG500/FEN20/TRAM200/AMP1000/BUP10/BZO300/COC300/MET1000/MDMA500/MTD300/OPI300/OXY100/THC50 (FFUO)	01 102 2208	N/A	\$4.15	New product
5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC + OX, SG, PH, NI, GL, CR	01 102 2051	\$2.50	\$2.30	Price lowered
9	EZ CUP II 09 BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/THC + OX, SG, PH	01 102 2140	\$2.45	\$2.45	Price lowered
12	EZ CUP II 12 AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/MTD/ OXY/PPX/THC	01 102 2096	\$4.35	\$3.85	Price lowered
13	uScreen Cup 13 ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/METH1000/MDMA500/MTD300/OPI300/OXY100/THC50 - For Forensic Use Only (FFUO)	01 501 0015	\$8.80	\$6.15	Price lowered
14	uScreen Cup 14 K2/ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/METH1000/MDMA500/MTD300/OPI300/OXY100/THC50 - For Forensic Use Only (FFUO)	01 501 0016	\$9.50	\$6.50	Price lowered
8	TCUP 08 AMP300/BZO200/THC40/COC100/OPI100/BAR 300/PCP25/EtG500 - For Forensic Use Only (FFUO)	01 501 0033	\$4.90	\$4.40	Price lowered
9	TCUP 09 ETG500/OPI300/COC300/THC50/AMP1000/mAMP1000/BUP10/OXY100/ BZO300 - For Forensic Use Only (FFUO)	01 501 0032	\$5.30	\$4.85	Price lowered
9	TCUP 09 AMP300/MAMP500/BZO200/THC40/MOP100/BAR300/OXY100/ETG500/ COC100 - For Forensic Use Only (FFUO)	01 501 0051	\$6.12	\$6.10	Price lowered
12	TCUP 12 THC50/COC300/MOP300/AMP1000/MET1000/PCP25/BZO300/BAR300/ BUP10/ MDMA500/MTD300OXY100 + CR, SG, PH - For Forensic Use Only (FFUO)	01 501 0011	\$3.98	\$3.75	Price lowered
12	TCUP 12 COC300/THC50/OPI2000/AMP1000/METH1000/PCP25/BZO300/BAR300/ MTD300/ BUP10/OXY100/ETG500 - For Forensic Use Only (FFUO)	01 501 0014	\$5.51	\$5.00	Price lowered
12	TCUP 12 THC50/COC300/MOP300/AMP1000/MET1000/PCP25/BZO300/BAR300/ BUP10/ MDMA500/MTD300/OXY100 - For Forensic Use Only (FFUO)	01 501 0041	\$5.10	\$5.00	Price lowered
13	TCUP 13 AMP500/BZO200/BUP10/COC150/ETG500/FEN20/K2-30/mAMP500/MTD300/ OPI300/OXY100/THC50/TRAM200 - For Forensic Use Only (FFUO)	01 501 0034	\$7.55	\$6.50	Price lowered
13	TCUP 13 AMP500/BZO200/BUP10/COC150/ETG500/FEN20/K2-30/mAMP500/OPI300/ OXY100/PCP25/THC50/TRAM200 - For Forensic Use Only (FFUO)	01 501 0035	\$7.96	\$7.00	Price lowered
14	TCUP 14 ETG500/Fentanyl20/Tramadol200/AMP1000/BUP10/BZO300/COC300/ Meth1000/ MDMA500/MTD300/OPI300/OXY100/THC50, K2 - For Forensic Use Only (FFUO)	01 501 0038	\$8.77	\$7.25	Price lowered
14	TCUP 14 ETG500/Fentanyl20/Tramadol200/BAR300/AMP500/BZO200/BUP10/COC100/ THC40/MTD300/MAMP500/MDMA500/OPI100/OXY100 - For Forensic Use Only (FFUO)	01 501 0050	\$8.36	\$7.25	Price lowered
12	TCUP COMPACT 12 AMP500/BUP10/BZO300/COC150/EtG500/FTY20/MDMA500/MET500/MOP300/MTD300/OXY100/THC25 + (CR/pH/SG) - For Forensic Use Only (FFUO)	01 501 0070	\$5.00	\$4.40	Price lowered
16	TCUP COMPACT 16 AMP500/BAR300/BUP10/BZO300/COC150/EtG500/FTY20/K250/MDMA500/MET500/MOP300/MTD300/OXY100/PCP25/T HC25/TRA200 + (pH/SG/OX/NI/CR) - For Forensic Use Only (FFUO)	01 501 0071	\$6.50	\$4.75	Price lowered

### Urine Testing Products - Supplies

No. Drugs	Item Description	Item ID	Price per Device	New Price per Device	Change
N/A	Urine Cotinine (Nicotine Metabolite) Cassette Device	01 102 0140	\$1.00	\$0.85	Price lowered
N/A	One Step Validity Test (Seven Parameter) - FFUO	01 102 1910	\$0.75	\$0.65	Price lowered

### Oral Fluid Testing Products

No. Drugs	Item Description	Item ID	Price per Device	New Price per Device	Change
6	Oratect OFD-06 AMP50/COC20/MAMP50/OPI40/PCP10/THC40	01-577-0105	\$10.24	\$10.24	Remove product

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

**AMENDMENT NO. 2 TO MMCAP INFUSE CONTRACT NO. MMS2000332**

THIS AMENDMENT NO. 2 (“**Amendment**”) to MMS2000332 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 Redwood Toxicology Laboratory, Inc., a California corporation and subsidiary of Abbott Laboratories with an address of 3650 Westwind Blvd., Santa Rosa, California 95403 (“**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.

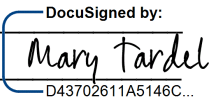
**Modifications:**

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

- B. **Expiration Date:** September 30, ~~2022~~ 2023, or the date the Contract is terminated pursuant to Article III whichever occurs first.

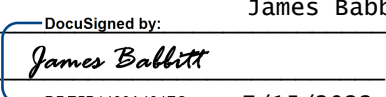
**VENDOR: Redwood Toxicology Laboratory, Inc.,  
a subsidiary of Abbott Laboratories**

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: Mary Tardel  
Signature:   
Title: Director, Government Services  
Date: 7/15/2022

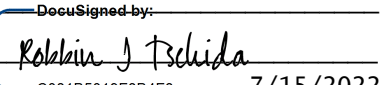
**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: James Babbitt  
Signature:   
Date: 7/15/2022

**COMMISSIONER OF ADMINISTRATION**

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

Name: Robbin J Tschida  
Signature:   
Date: 7/15/2022



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

**AMENDMENT NO. 3 TO MMCAP INFUSE CONTRACT NO. MMS2000332**

THIS AMENDMENT NO. 3 ("**Amendment**") to MMS2000332 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 Redwood Toxicology Laboratory, Inc., a California corporation and subsidiary of Abbott Laboratories with an address of 3650 Westwind Blvd., Santa Rosa, California 95403 ("**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.

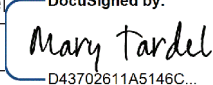
**Modifications:**

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

- B. **Expiration Date:** September 30, ~~2023~~ 2024, or the date the Contract is terminated pursuant to Article III whichever occurs first.

**VENDOR: Redwood Toxicology Laboratory, Inc.,  
a subsidiary of Abbott Laboratories**

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: Mary Tarde  
Signature:   
Title: Director, Government Services  
Date: 7/18/2023

**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: James Babbitt  
Signature:   
Date: 7/18/2023

**COMMISSIONER OF ADMINISTRATION**

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

Name: Christina Fox  
Signature:   
Date: 7/18/2023