



## Statewide Contract Addendum

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*This addendum is added to and is to be considered part of the subject contract.*

**Contract Issuance Date: 12/17/2014**

**Statewide Contract #: SW023B**

**Contract Title: DRUG TESTING PRODUCTS AND SERVICES**

**Addendum Date: 03/30/2017**

**Addendum #: Three (3)**

American Bio Medica Corporation has been added to the Oklahoma Drug Testing Contract. The contract documents are attached.

Peoplesoft Contract ID: 0-4737  
MMCAP Contract ID: MMS15006

If you have any questions concerning the addendum contact the contracting officer below.

Theresa Johnson  
Statewide Initiatives Contract Officer  
Telephone #: (405) 521-2289  
theresa.johnson@omes.ok.gov



# CONTRACT

## State of Oklahoma

Dispatch via Print

Supplier 0000013289  
 AMERICAN BIO MEDICA CORPORATION  
 PO BOX 72  
 COHOES NY 12047-0072  
 USA

|                                |          |                  |           |
|--------------------------------|----------|------------------|-----------|
| Contract ID                    |          |                  | Page      |
| 000000000000000000004737       |          |                  | 1 of 1    |
| Contract Dates                 | Currency | Rate Type        | Rate Date |
| 03/30/2017 to 01/31/2018       | USD      | CRRNT            | PO Date   |
| Description:                   |          | Contract Maximum |           |
| DRUG TESTING KITS AND SERVICES |          | 0.00             |           |
| <b>TYPE: STATEWIDE</b>         |          |                  |           |

Tax Exempt? Y Tax Exempt ID:736017987

### Contract Lines:

| Line # | Cat CD / Item ID / Item Desc   | UOM | Minimum Order Qty | Amt  | Maximum / Open Qty | Amt  |
|--------|--|-----|-------------------|------|--------------------|------|
| 1      | 85121810 /<br>Drug screening products and services.<br>MMCAP CONTRACT # MMS15006<br>See attached for contract, MPA, and Pricing. | EA  | 0.00              | 0.00 | 0.00               | 0.00 |
|        | Contract Base Pricing  |     | 0.01000           |      |                    | 0002 |

### COMMENTS:

MMCAP Contract # MMS15006  
 Contract Term:

February 1, 2015 thru January 31 2017 with three (3) one-year options to renew.

Final = The price is final after adjustments  
 Hard = Apply adjustments regardless of other adjustments  
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



## MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS15006

Amendment 6

This Member-requested Participation Agreement (MPA) is by and among:

**STATE OF MINNESOTA  
ACTING THROUGH ITS COMMISSIONER OF ADMINISTRATION  
ON BEHALF OF THE MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR  
PHARMACY (MMCAP);**

**AMERICAN BIO MEDICA CORPORATION (VENDOR);**

and

**STATE OF OKLAHOMA**

and amends the Contract between MMCAP and Vendor to include the following:

The following terms and conditions apply solely to the performance of Vendor and Oklahoma and solely for facilities designated as State of Oklahoma MMCAP Members. This MMCAP contract is classified as a State of Oklahoma Statewide Contract and is available to any agency of the State of Oklahoma; any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the political subdivision; and entities authorized to utilize contracts awarded, adopted, or otherwise entered into by the State of Oklahoma via a multistate or multi-governmental contract. These terms of this MPA will be enforced solely by Oklahoma.

**Term:** This MPA is effective upon final signature, and expires upon the expiration of MMCAP's Contract with Vendor (MMS15006) or by any party upon 30 days' written notice to the other parties to this MPA listed below.

**Scope:** The State of Oklahoma desires to access the MMCAP Contract for drug testing.

**Additional Terms:**

The following terms and conditions apply solely to the performance of Vendor and the State of Oklahoma and solely for facilities designated as applicable by the State of Oklahoma. In no respects and under no circumstances will the Additional Terms apply to the State of Minnesota or the MMCAP program. This MPA will be enforced by the State of Oklahoma.

This document includes all discussions and negotiations of the parties related to Vendor's services and the parties agree to be bound.

**1. Exemption from Sales and Use Tax**

Pursuant to Title 26 of the United States Code and Oklahoma Statutes, 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, purchases under this MPA are exempt from the assessment of Oklahoma sales, use, and excise taxes. Upon request, MMCAP Members located in Oklahoma will provide Vendor with a tax exemption certificate. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by the Oklahoma MMCAP Member.



## MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS15006  
Amendment 6

### 2. Payment

Payment will be Net 45 days. Interest on late payments will be paid in accordance with 62 O.S. § 34.72.

### 3. Sovereign Immunity

Notwithstanding any other term or provision in this MPA, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on sovereign immunity that otherwise would be available to the State of Oklahoma under applicable law.

### 4. Termination for Non-Appropriation

The State of Oklahoma may terminate this MPA in whole or in part immediately if funds sufficient to pay its obligations under this MPA are not appropriated by the State of Oklahoma legislature.

### 5. Termination for Cause

The State of Oklahoma may terminate this MPA immediately without a thirty (30) day written notice to Vendor, if Vendor's material breach is reasonably determined (i.) to be an impediment to the function of the State of Oklahoma and detrimental to the State of Oklahoma, (ii.) when conditions preclude the thirty (30) day notice, or (iii.) or when the State of Oklahoma determines that an administrative error occurred prior to Contract performance.

The MMCAP Member may terminate a purchase order immediately without a thirty (30) day written notice to Vendor, if Vendor's material breach is reasonably determined (i.) to be an impediment to the function of the MMCAP Member Facility or the State of Oklahoma and detrimental to the MMCAP Member or the State of Oklahoma, or (ii.) when conditions preclude the thirty (30) day notice

If the Contract, certain obligations under the Contract, or this MPA are terminated, the MMCAP Member shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In no event shall a MMCAP Member be liable to the Vendor for compensation for any products neither requested nor accepted by the MMCAP Member or for any services neither requested by the MMCAP Member nor satisfactorily performed by the Vendor. In no event shall the State of Oklahoma's exercise of its right to terminate this MPA for cause relieve the Vendor of any liability to the State of Oklahoma or an MMCAP Member for claims arising under this MPA.

The Vendor's repeated failure to provide products and/or services, even though provided an opportunity to cure the underlying cause of the failure, shall constitute a material breach of the Vendor's obligations, which may result in partial or whole cancellation of this MPA.



## MEMBER-REQUESTED PARTICIPATION AGREEMENT

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### 6. Compliance with Applicable Oklahoma Laws

For all services provided under this MPA by Vendor to MMCAP Members in the State of Oklahoma, Vendor shall comply with all applicable federal, State of Oklahoma, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- 6.1 Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify); and
- 6.2 Be registered as a business entity licensed to do business in the State of Oklahoma, have obtained a sales tax permit, and be current on franchise tax payments to the State of Oklahoma, as applicable.
- 6.3 As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State of Oklahoma.

### 7. Invalid Term or Condition

Any clause that conflicts with laws of the State of Oklahoma, including but not limited to the opinions of the Oklahoma Attorney General, or infringe upon the authority of the Oklahoma Attorney General shall be inapplicable to the State of Oklahoma.

### 8. Administrative Fees and Contract Usage Report

For Oklahoma MMCAP Member Facilities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Contract Usage Report" shall include the following: (A) the applicable state contract number; (B) report amount(s); (C) reporting period covered; and (D) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum. All Contract Usage Reports shall meet the following criteria:

- A. Must be submitted electronically in Microsoft Excel format.
- B. Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- C. Quarterly reporting periods are as follows:
  - i. January 01 through March 31, due May 15<sup>th</sup>
  - ii. April 01 through June 30, due August 15<sup>th</sup>
  - iii. July 01 through September 30, due November 15<sup>th</sup>
  - iv. October 01 through December 31, due February 15<sup>th</sup>

All Contract Usage Reports shall be delivered to: E-mail: [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)



**MEMBER-REQUESTED PARTICIPATION AGREEMENT**

**MMS15006**

**Amendment 6**

For Oklahoma Participating MMCAP Members, the State of Oklahoma assesses a state fee in the sum of one percent (1%) on all net sales transacted by any Oklahoma MMCAP Member under this MPA (the "Oklahoma State Fee"). Vendor will add the following Oklahoma State Fee on top of the MMCAP contract price to all invoices, and it will be calculated on the total invoice cost. The Oklahoma State Fee shall not be reflected as a separate line item in Vendor's billing to Oklahoma Participating MMCAP Members. Vendor shall submit the Oklahoma State Fee on a quarterly basis. Failure to remit the Oklahoma State Fee quarterly may result in cancellation of this MPA.

Payment of the Oklahoma State Fee shall be made via company check payable to OMES within forty-five (45) calendar days from the completion of the applicable quarterly reporting period set forth above. Vendor agrees to notify OMES-Central Purchasing Procurement via the email address set forth below twenty-four (24) hours in advance of Vendor's submitting payment of the Oklahoma State Fee.

Oklahoma State Fee shall be mailed to:

Office of Management and Enterprise Services  
Attention: Accounts Receivable  
5005 North Lincoln Boulevard, Suite 200  
Oklahoma City, OK 73105

1. American Bio Medica Corporation

By: [Signature]

Date: 3/22/2017

Title: CEO-DIRECTOR

2. State of Oklahoma

By: [Signature]

Date: 3/30/17

Title: State Purchasing Director

3. State of Minnesota for MMCAP, In accordance with Minn. Stat. § 16C.03, subd. 3

By: \_\_\_\_\_ Date: \_\_\_\_\_

4. Minnesota Commissioner of Administration, In accordance with Minn. Stat. § 16C.05, subd. 2

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR  
PHARMACY**

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and **American Bio Medica Corporation** ("Vendor"), 122 Smith Road, Kinderhook, NY 12106.

Pursuant to Minnesota Statutes Sections 16C.03, the Commissioner of Administration may enter into this contract on behalf of MMCAP for the benefit of its members.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to supply Products to MMCAP Member Facilities.

**1. Term of Contract**

**1.1. Effective date:** **February 1, 2015**, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

**1.2. Expiration date:** **January 31, 2017**, or as cancelled pursuant to Section 41. With 3 one-year extensions for a total contract not to exceed five years.

**1.3. Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 28. Indemnification; 29. State Audits; 30. Government Data Practices and Intellectual Property; 33. Publicity and Endorsement; 34. Governing Law, Jurisdiction, and Venue; and 39. Data Disclosure.

**2. Products and Pricing.** Vendor's complete Product catalog will be available to MMCAP Members and will be sent on a first in/first out basis. Prices set forth on Attachment A: Core Products Pricing are ceiling prices that may be lowered for MMCAP Member States or MMCAP Participating Facilities upon mutual agreement of Vendor and the MMCAP member. Contract pricing may be subject to audits by MMCAP from time to time during the term of the Contract to verify accuracy of pricing. For a complete listing of Products and pricing see Attachment A: Core Products Pricing, which is attached and incorporated.

**3. Account Set-Up.** Vendor requires the following information:

- a. Facility Name:
- b. Facility MMCAP ID
- c. Billing and shipping addresses (both are required only if the billing and shipping addresses are different)
- d. Contact names, phone numbers and email addresses for both the shipping contact and the billing contact if different.

**4. Ordering Instructions.** Orders may be placed via the following methods:

**Electronic to the following email addresses:** [info@abmc.com](mailto:info@abmc.com), [customerservice@abmc.com](mailto:customerservice@abmc.com)

**Telephone via a toll-free number:** 800-227-1243, option 2

**Fax via the following number:** 518-758-8172

**5. Custom Orders.** Vendor may customize orders for MMCAP Members by combining any of the Products listed on Attachment A: Core Products Pricing into special panels/configurations. The turnaround time for custom Product configurations is **5-25 business days** from date of order, with a minimum order of **250** units. A purchase order must be received by Vendor from the MMCAP Member prior to commencement of manufacture of custom Product.

**6. Product Delivery.** If Product is in stock, it usually ships out within **24 hours** from time order is placed. It would then arrive to the customer **1-7 days thereafter, depending on the customer's location**. Custom Orders (special panels/configurations) and bulk orders **do not typically have longer transit times**. All prices on Attachment A: Core Products Pricing are FOB destination. If Member wants expedited shipping, e.g. overnight or priority, cost of shipping is born by the Member

**7. Invoicing.**

a. Vendor will send an order confirmation to a customer once an order is placed. If requested, official quotes will be sent ahead of the order. Vendor will mail or email an invoice to the customer once their order is **shipped**. Vendor will also mail a hard copy of the invoice if requested.

b. Invoices can be customized and split between multiple locations when requested.

c. Vendor's standard payment terms are net 30.

d. Invoice Disputes. Vendor will make a good faith effort to handle any invoice dispute(s) within 30 calendar days of notice of dispute or as the MMCAP Member state law requires. In the event the dispute is not resolved through Vendor's invoice dispute process the MMCAP Member may also utilize the dispute resolution procedures set forth in this Contract.

**8. Order Cancellations.** MMCAP Members may cancel non-custom order any time before it ships by calling Customer Service. There will be no charge for cancelled non-custom orders. Custom Orders and bulk orders must be cancelled within **48 hours** of receipt of order.

**9. Product Returns.** Product being returned by an MMCAP Member must be **pre-authorized by Vendor's Customer Service Department**. A Return Material Authorization (RMA) Form will be emailed or mailed to Facility along with the Call Tags to return Product to the warehouse. All returns must be accompanied by the RMA Form to ensure swift processing upon return.

a. Credit or replacements will be issued upon return.

b. Restocking fee will not be applied to Product performance returns. For product returns not pertaining to Products being faulty or not performing, returns will be accepted with a **20%** restocking fee and shipping costs. Custom made Products will not be returnable.

**10. Credits.** Vendor will issue a full refund minus shipping costs within **5 business days of receipt of returned Product** if the Product is found to be defective. The credit can be used for future credit purchases. For Product returns not pertaining to Products being faulty or not performing, returns **may** be accepted with a **20%** restocking fee and shipping costs.

**11. Price Discrepancies and Corrections.** In the event a price discrepancy is claimed by an MMCAP Member, the affected MMCAP Member must contact Vendor's customer service to resolve price discrepancy. Vendor will, within **24 hours** of notification, review price discrepancy. If a Vendor is confirmed, reimbursement will be resolved within 10 business days.

**12. Product Recalls.** Any Product recall will be refunded/replaced at no expense to the MMCAP Member. Shipping costs will be the responsibility of Vendor. In the event of a recall, Vendor will provide advanced written notice to MMCAP. Also, Vendor will notify affected MMCAP Participating Facilities of the Product recall and the Products which must be returned to Vendor.

**13. Inventory Management.** Vendor will manage Product inventory as follows:

**13.1. New & Discontinued Product.** If new Products are amended into this Contract, Vendor will notify MMCAP Members as they become available and add these to the "Additional Panel New Product" list as set forth in Attachment A: Products Pricing. If Products are removed from this Contract Vendor will notify MMCAP Members of any discontinued Products and Attachment A: Core Products Pricing will be amended to reflect the removal of the discontinued Products.

**13.2. Service Level Requirements.** Vendor agrees to maintain a monthly service level of **greater than 95%** for Products, as set forth on Attachment A: Core Products Pricing. Service Level is calculated as set forth below for each MMCAP Member account. Vendor will fill all orders at the time of order placement unless the MMCAP Member has previously agreed to receive backorders. Service Levels for MMCAP Members allowing backorders shall be calculated on the first partial shipment made on the order. Incorrect or non-conforming Products shipped to MMCAP Members due to Vendor's fault shall count against the Service Level. Non-filled Product order, Product Substitutes (which are Products that equivalent or substantially similar to the Core Products) and split shipments for Products shall count against the Service Level calculation, except as set forth below. The Vendor will calculate the Service Level as follows:

$$\text{Service Level} = \text{Number of Lines Products Delivered} / \text{Number of Lines Products Ordered}$$

**13.3. Backordered Products.** When a Product is not available (backordered), Vendor will clearly communicate with the affected MMCAP Participating Facility and offer the following:

- a. Vendor will ship the amount of the Product it had in-stock and deliver the remainder of the order when it is produced. This will be approved by the MMCAP Participating Facility
- b. Substitute Product from the Core List. Upon approval by the MMCAP Participating Facility, Vendor will provide substitute Product from the Core List.
- c. Offer a Product from the Additional Value Added Offering Page. This Product would have the same drug panel configuration as the back-ordered item.

**13.4. Product Substitutions.** In cases where Product on Attachment A is not available, Vendor will substitute similar Product from the open market for an equivalent price as listed on Attachment A.

**13.5. Additional Panel Configurations.** For additional panel configurations not listed on Attachment A: Core Products Pricing, production and delivery time will be **2-25 business days** from the date of placing the order.

**13.6. Container Orders.** For container orders, lead time will be **5-25 business days** from the date Vendor received the order for Product, depending on the Product ordered.

**14. Business Reviews.** Vendor will perform a bi-annual business review with MMCAP staff per Contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address: a review of sales to members, pricing and Contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

**15. Purchase Orders and Payment**

**15.1 Purchase Orders.** As a condition for purchasing under this Contract, purchasers must be MMCAP Members in good standing with MMCAP. Then, MMCAP Members may purchase goods and services by submitting Purchase Orders. MMCAP Members may use their own forms for Purchase Orders. To the extent that the terms of any form differ from the terms of this Contract, the terms of this Contract supersede such conflicting or contrary terms.

**15.2 Payment of Purchase Orders.** Each MMCAP Members Facility will be responsible for payment of goods and services provided by Vendor. The MMCAP Office will have no liability for an unpaid invoice of any MMCAP Member. Vendor agrees to invoice the MMCAP Member for all Products shipped.

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

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

**15.5 Termination of Individual Purchase Orders.** An MMCAP Member may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Member may establish in such notice, upon the occurrence of any of the following events:

- a. The MMCAP Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- b. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Member is prohibited from paying for such goods from the planned funding source; or
- c. Vendor commits any material breach of this Contract or a Purchase Order.

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

**15.6. Jurisdiction and Venue.** Upon completion of the Dispute Resolution process in this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General's Office, the MMCAP Member may bring a claim, action, suit or proceeding against Vendor. The MMCAP Member's request to MMCAP to bring the claim, action, suit, or proceeding must state the initiating party's desired jurisdiction, venue and governing law. Upon completion of the Dispute Resolution process of this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member, in Vendor's sole discretion.

**16. Business Development.** Vendor will support business development opportunities, utilizing joint engagement strategies with MMCAP Office Field Services, to increase the use of the MMCAP Contracts.

**17. Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of 72 hours advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

- Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments

- Timely response to all MMCAP inquiries
- Performance of the business review as described in section 15.

In the event that the Primary Account Representative is unresponsive and does not meet MMCAP's needs, the Vendor will assign another Primary Account Representative upon MMCAP's request.

Vendor's primary contacts are listed below.

**Melissa A. Waterhouse, Chief Executive Officer**  
**Charlene Cunningham, Asst. Corporate Secretary**

#### **18. Customer Service**

Hours of Operation:

- i. Monday through Friday, 8am – 5 pm
- ii. Toll Free: 800-227-1243
- iii. Email: [info@abmc.com](mailto:info@abmc.com), [customerservice@abmc.com](mailto:customerservice@abmc.com)
- iv. Voice Mail will be returned during normal hours of operation the following day.
- v. Vendor also offers technical support (for product related inquiries), 24 hours a day/7 days a week/365 days per year by calling 800-227-1243 and pressing option 3.

#### **19. Member Facilities.**

**19.1.** The Vendor must allow new Member Facilities joining MMCAP to be added to the MMCAP Membership List (password protected and published online at [www.mmcap.org](http://www.mmcap.org)) and to access contract prices throughout the term of this Contract. As new Member Facilities are added to MMCAP, the Vendor will be given 7 days from date of notification to implement Contract pricing. MMCAP will provide Vendor with monthly e-mail notices announcing that a new MMCAP Membership List has been posted online.

**19.2** MMCAP reserves the right to add and delete Member Participating Facilities during the term of this Contract.

**20. Direct Marketing, Advertising, and Offers with Member Facilities.** Any direct advertising, marketing, or direct offers with Member Facilities for on- or off- contact products must be approved by MMCAP. Violation of this Article may be cause for immediate cancellation of this Contract.

**21. Payment.** All payment terms are Net 30 from date of invoice, unless otherwise agreed upon between MMCAP Member and Vendor.

**22. Administrative Fee.** In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all Products sold to members. The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to 3% of Member Facilities' purchases. The administrative fee must be paid as soon as is reasonable after the end of each month, but no later than 30 calendar days after the end of the month. Payments must be sent to: MMCAP, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155. The Vendor must submit a monthly Administrative Fee Data Report. The monthly Administrative Fee Data Report must contain the fields as set forth in section 24. All Administrative Fee Data Reports must be sent to: [MN.MMCAP@state.mn.us](mailto:MN.MMCAP@state.mn.us) at the end of each month, but no later than 30 days after the end of the month. Failure to comply with this provision may constitute breach of this Contract. MMCAP reserves the right to collect interest on payments 30 days past due at a rate consistent with Minnesota Statutes Sections 16D.13.

In the event the Vendor is delinquent in any undisputed administrative fees, MMCAP reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event the Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

**23. Reporting Requirements.** All reports indicated in this section must be available in both paper copy and in an electronic Microsoft Excel file format and contain the required information fields set forth below. Vendor will work with the MMCAP Office during the transition and implementation period of this Contract to ensure the Vendor submits the required reports whose format and content are mutually agreeable to both parties. If requested by an MMCAP Member or the MMCAP Office, the requested report must be customized to report data specific to the requesting entity.

**23.1. Monthly Sales Data Usage Reports for the MMCAP Office.** Vendor will supply to the MMCAP Office accurate monthly sales data on or before the 10th day of the subsequent calendar month (e.g., June's data will be due on July 10th). The report must include Product and dollar spend amount sorted in descending order and grouped by Product category. Also, the report MUST include the information set forth below for every transaction between the Vendor and the MMCAP Member:

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

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

The monthly Administrative Fee Data Report must contain the fields included below, as those fields apply to this Contract. A detailed data file in Microsoft Excel format will be provided upon request. All required Administrative Fee Data Reports must be sent to: [Min.MMCAP@state.mn.us](mailto:Min.MMCAP@state.mn.us) on or before the 10th day of the second subsequent month (e.g., June's data will be due July 10th). Failure to comply with this provision may constitute breach of this Contract. In the event the Vendor is delinquent in any undisputed Administrative Fees, MMCAP reserves the right to terminate this Contract and reject any proposal submitted by the Vendor in any subsequent solicitations.

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**Table 1: Required Data Field for Sales Data Report**

|   |
|---|
| <b>Required Data Field for Sales Data Report</b>  |
| MMCAP-assigned facility ID  |
| MMCAP Facility Name   |
| Vendor Distribution Center Code   |
| Vendor-assigned Account number for the MMCAP Facility                                   |
| Invoice Number  |
| Invoice Line Number   |
| Purchase Order Number   |
| Invoice date (mmdccyy)  |
| Buyer name or equivalent of buyer ID for person submitting the invoices                 |
| Vendor's (distributor) SKU item number  |
| Label Name  |
| Pack Size   |
| Unit  |
| Case Size   |
| Unit Price (99999.9999)   |
| 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) |
| 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)   |
| MMCAP Contract Number (MMSxxxxx)  |
| Credit Indicator (C for credit)   |

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**Table 2: Monthly Sales Data Usage Report-Fixed Length Fields**

| Monthly Sales Data Usage Report - Fixed Length Fields  |                   |               |   |      |       |              |            |  |  |
|--|-------------------|---------------|---|------|-------|--------------|------------|--|--|
| Required Data Field Full Name  | Field Name        | Date Type     | Format (note decimals are to be included) | Size | Nulls | Begin Column | End Column |  |  |
| MMCAP Assigned Facility ID   | MMCAP_ID          | Alpha Numeric |   | 7    | 1     | 1            | 7          |  |  |
| MMCAP Facility Name  | MMCAP_NAME        | Alpha Numeric |   | 30   | 1     | 8            | 37         |  |  |
| Vendor Organization Code   | VendorOrgCode     | Alpha Numeric |   | 3    | 1     | 38           | 40         |  |  |
| Vendor Assigned Account number for the MMCAP Facility  | VendorAccountNo   | Alpha Numeric |   | 10   | 1     | 41           | 50         |  |  |
| Invoice Number   | InvoiceNumber     | Alpha Numeric |   | 15   | 1     | 51           | 65         |  |  |
| Invoice Line Number  | InvoiceLineNo     | Alpha Numeric |   | 4    | 1     | 66           | 69         |  |  |
| Purchase Order Number  | PurchaseOrder     | Alpha Numeric |   | 10   | 1     | 70           | 79         |  |  |
| Invoice date (YYYYMM)  | InvoiceDate       | numeric       | (YYYYMM)                                  | 6    | 1     | 85           | 90         |  |  |
| Buyer name or equivalent of buyer ID for person submitting the invoice   | BuyerName         | Alpha Numeric |   | 20   | 1     | 93           | 112        |  |  |
| Vendor's (destination) GRV Item number   | GRV               | Alpha Numeric |   | 19   | 1     | 113          | 132        |  |  |
| NDC of purchased product in 3-4-2 format as stated in First Database, Inc.   | NDC               | Alpha Numeric | 99999999                                  | 11   | 1     | 120          | 130        |  |  |
| Lot Name   | LotName           | Alpha Numeric |   | 40   | 1     | 131          | 170        |  |  |
| Lot Desc   | LotDesc           | numeric       | 0   | 1    | 171   | 177          | 177        |  |  |
| Pack Size  | PackSize          | numeric       | 99999999                                  | 9    | 1     | 178          | 186        |  |  |
| Unit   | Unit              | Alpha Numeric |   | 2    | 1     | 187          | 188        |  |  |
| Case Size  | CaseSize          | numeric       | 9999                                      | 4    | 1     | 189          | 192        |  |  |
| Price  | Price             | Alpha Numeric |   | 10   | 1     | 193          | 202        |  |  |
| Strength   | Strength          | Alpha Numeric |   | 10   | 1     | 203          | 212        |  |  |
| Units  | Units             | Alpha Numeric |   | 10   | 1     | 213          | 222        |  |  |
| Unit Price (9999.9999)   | UnitPrice         | numeric       | 99999.9999                                | 10   | 1     | 223          | 232        |  |  |
| Quantity ordered (not Vendor repackaged or re-bundled quantity)(99999.9999)  | QuantityOrdered   | numeric       | 999999.9999                               | 11   | 1     | 233          | 243        |  |  |
| Quantity shipped (not Vendor repackaged or re-bundled quantity)(99999.9999)  | QuantityShipped   | numeric       | 999999.9999                               | 11   | 1     | 244          | 254        |  |  |
| Extension (unit price multiplied by the quantity shipped) EXTENSED PRICE (9999999.9999)  | ExtendedPrice     | numeric       | 9999999.9999                              | 13   | 1     | 255          | 267        |  |  |
| Type of transaction (MMCAP contract purchase, other contract purchase (400, P40), not on contract purchase) *contract item, 2*other contract, 3=not on contract                                    | SaleType          | Alpha Numeric |   | 1    | 1     | 268          | 268        |  |  |
| Bill to Address 1  | BillAddress1      | Alpha Numeric |   | 30   | 1     | 269          | 298        |  |  |
| Bill to City   | BillCity          | Alpha Numeric |   | 20   | 1     | 299          | 318        |  |  |
| Bill to State (2 alpha postal code)  | BillState         | Alpha Numeric |   | 2    | 1     | 319          | 320        |  |  |
| Bill to Zip (standard 5-4 format, not (dash) necessary)  | BillZip           | Alpha Numeric |   | 9    | 1     | 321          | 329        |  |  |
| Bill to Address 2  | BillAddress2      | Alpha Numeric |   | 30   | 1     | 330          | 359        |  |  |
| Bill to City   | BillCity          | Alpha Numeric |   | 20   | 1     | 360          | 379        |  |  |
| Bill to State (2 alpha postal code)  | BillState         | Alpha Numeric |   | 2    | 1     | 380          | 381        |  |  |
| Bill to Zip (standard 5-4 format, no dash (necessary)  | BillZip           | Alpha Numeric |   | 9    | 1     | 382          | 390        |  |  |
| Contract Pkg (9999.9999)   | ContractPkg       | numeric       | 9999.9999                                 | 9    | 1     | 391          | 399        |  |  |
| MMCAP Contract Number (MMEXxxx)  | ContractNumber    | Alpha Numeric |   | 10   | 1     | 400          | 409        |  |  |
| Alpha Sw for non-contract items (9999.9999)  | ContractSw        | numeric       | 9999.9999                                 | 9    | 1     | 410          | 418        |  |  |
| Contract Indicator (C for credit)  | ContractIndicator | Alpha Numeric |   | 1    | 1     | 419          | 419        |  |  |
| MMCAP Assigned Wholesaler Code (AmortSource-Bergen=0401, Cardinal Health=0301, Morse-Dickson=0701, Bergen=0201, (New codes will be assigned to PPV's during implementation period of the contract) | WholesaleCode     | Alpha Numeric |   | 4    | 0     | 420          | 423        |  |  |
| Manufacturer Name (MPQ Name)   | Manufacturer      | Alpha Numeric |   | 40   | 1     | 424          | 463        |  |  |
| Class of Trade   | ClassOfTrade      | Alpha Numeric |   | 4    | 1     | 464          | 467        |  |  |
| 140h Purchase  | 140h              | Alpha Numeric |   | 3    | 1     | 468          | 470        |  |  |

**24. Shareback Credits.** At this time, MMCAP does not process shareback credits on the Products set forth on Attachment A and reserves the right to insert a process at a later date.

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

**25.1. Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. And if necessary, MMCAP and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

**25.2. Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP or Vendor may escalate the resolution of the issue to a higher level of management. A meeting will be scheduled with MMCAP and the Vendor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The Vendor will have 30 calendar days to cure the issue.

**25.3. Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the contract, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP and/or Member Facilities as a result of such failure to proceed will be borne by the Vendor.

**25.4. MMCAP Rights.** In the event MMCAP cannot resolve a dispute with the Vendor, MMCAP may cancel this Contract upon 60 days' written notice to the other party.

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

**26. Authorized Representative.**

MMCAP's Authorized Representative is:

MMCAP Managing Director  
Minnesota Department of Administration  
50 Sherburne Avenue, St. Paul, MN 55155

The Vendor's Authorized Representative is *Melissa A. Waterhouse*. If the Vendor's Authorized Representative changes at any time during this Contract, the Vendor must immediately notify MMCAP.

**27. Assignment, Amendments, Waiver, and Contract Complete.**

**27.1 Assignment.** Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed Assignment Agreement. If the Vendor assigns a Product during the term of this Contract, Vendor must provide written notice to MMCAP at least 30 days prior to the assignment.

**27.2 Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

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

**27.4 Contract Complete.** This Contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

**28. Indemnification.** The Vendor must indemnify, save, and hold MMCAP, MMCAP Members, including their agents, and employees harmless from any claims or causes of action, including attorneys' fees incurred by MMCAP, arising out of the performance of this Contract by the Vendor or the Vendor's agents or employees; or injury or death to person(s) or property, alleged to have been caused by some defect in Products under this Contract, when the Product has been supplied by and dispensed strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP is not permitted to indemnify the Vendor.

**29. State Audits.** Minnesota Statutes Section 16C.05, subdivision 5, requires that "the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years" from the end of this Contract.

**30. Government Data Practices and Intellectual Property.**

**30.1 Government Data Practices.** The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MMCAP under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this Article, the Vendor must immediately notify MMCAP, and consult with the agency as to how the Vendor should respond to the

request. The Vendor's response to the request will comply with applicable law. Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract.

**30.2 Intellectual Property.** The Vendor warrants that any materials or products provided or produced by the Vendor or utilized in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP, MMCAP will promptly notify the Vendor. If such a claim of infringement has occurred, or in the Vendor's opinion is likely to occur, the Vendor must either procure for MMCAP the right to continue using the material or product or replace or modify materials or products. If an option satisfactory to MMCAP is not reasonably available, MMCAP will return the materials or products to the Vendor, upon written request of the Vendor, and at the Vendor's expense.

**31. Insurance Requirements**

**31.1.** Vendor must maintain the following insurance (or a comparable program of self-insurance) in force and effect throughout the term of the Contract.

**31.2.** Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies (or of their program of self-insurance):

**Commercial General Liability Insurance:** Vendor will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Contract.

Insurance **minimum** limits are as follows:

\$5,000,000 – per occurrence

\$5,000,000 – annual aggregate

\$5,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

MMCAP named as an Additional Insured

**31.3 Additional Insurance Conditions:**

- a. Vendor's policy(ies) must be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract;
- b. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days' advance written notice to MMCAP;
- c. Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- d. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- e. Vendor's policy(ies) will include legal defense fees in addition to its liability policy limits;

- f. Vendor will obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; 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 Contract.

**31.4.** MMCAP reserves the right to immediately terminate the Contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP’s authorized representative upon written request.

**32. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion**

Federal money may be used to pay for all or part of the work under the Contract therefore; Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Vendor’s certification is a material representation upon which the Contract award was based. Vendor certifies that neither it nor its principals is presently debarred or suspended by the United States government, the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. Vendor’s certification is a material representation upon which the Contract award was based. Vendor must provide immediate written notice to MMCAP’s Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

**33. Publicity and Endorsement.**

**33.1. Publicity.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**33.2. Endorsement.** The Vendor must not claim that MMCAP endorses its Products.

**34. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed “goods” within the meaning of the UCC except when to do so is unreasonable.

**35. Antitrust.** The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

**36. Force Majeure.** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war, or raw material shortages that are beyond that party’s reasonable control.

**37. Severability.** If any provision of the resulting Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting Contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

**38. Default and Remedies.** Either of the following constitutes cause to declare the Contract or any order under this Contract in default:

- (a) Nonperformance of contractual requirements, or
- (b) A material breach of any term or condition of this Contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

If the default remains after the opportunity for cure, the non-defaulting party may:

- (a) Exercise any remedy provided by law or equity; or
- (b) Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**39. Data Disclosure.** In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

**40. Laws and Regulations** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minnesota Statutes Section 181.59 and Minnesota Statutes Chapter 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

**41. Cancellation.** MMCAP or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or Services satisfactorily performed or Products supplied through the Contract cancellation date.

**42. Member-requested Modifications to this Contract.** Vendor may be required to prepare an MMCAP "Member-requested Participation Agreement" (MPA) to amend this Contract to provide for laws specific to a state or local jurisdiction. If these circumstances exist, the Vendor must work with MMCAP and the MMCAP Member to prepare the MPA. An MPA must clearly apply only to the requesting location and will not affect the rights of the other MMCAP Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named MMCAP Member. No verbal or written instructions from MMCAP Members, or any of their staff or officials may be used to change any provision of this Contract. Vendor will immediately report any such requests to the MMCAP Manager who will issue approval or denial in writing.

**43. eVerify Certification**

Pursuant to the requirements of Minnesota Statutes Section 16C.075, Vendor certifies that as of the effective date, 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 MMCAP. Vendor will be responsible for collecting all subcontractor certifications. All subcontractor certifications must be kept on file with the Vendor and made available to MMCAP upon request.

**44. Affirmative Action Requirements.** For contracts in excess of \$100,000 and if Vendor has more than 40 full-time employees in Minnesota or its principal place of business. The State of Minnesota intends to carry out its responsibility for requiring affirmative action by its vendors.

**44.1 Covered contracts and Vendors.** If the Contract exceeds \$100,000 and Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then Vendor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600. If Vendor is covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, it must certify that it is in compliance with federal affirmative action requirements.

**44.2 Minnesota Statutes Section 363A.36.** Minnesota Statutes Section 363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, 45women, 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.

**44.3 Minnesota Rules 5000.3400-5000.3600.**

*(a) General.* Minnesota Rules 5000.3400-5000.3600 implements Minnesota Statutes Section 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining Vendor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400-5000.3600 including, but not limited to, Minnesota Rules 5000.3420-5000.3500 and 5000.3552-5000.3559.

*(b) Disabled Workers.* Vendor must comply with the following affirmative action requirements for disabled workers.

(1) Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of Vendor's noncompliance with the requirements of this article, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Vendor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(c) *Consequences.* The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State of Minnesota.

(d) *Certification.* Vendor hereby certifies that it is in compliance with the requirements of Minnesota Statute Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**1. AMERICAN BIO MEDICA CORPORATION**

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

By: [Signature]

Title: Chief Executive Officer & Director

Date: 1/29/15

**2. STATE OF MINNESOTA FOR MMCAP**

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

By: [Signature]

Title: SRA-P

Date: 2/2/2015

**3. COMMISSIONER OF ADMINISTRATION**

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

By: [Signature]

Title: \_\_\_\_\_

Date: Feb. 2, 2015

**ATTACHMENT A: CORE PRODUCTS PRICING**

| AMERICAN BIO MEDICA CORPORATION     |                |                      |             |     |      |                  |
|-------------------------------------|----------------|----------------------|-------------|-----|------|------------------|
| ATTACHMENT A: CORE PRODUCTS PRICING |                |                      |             |     |      |                  |
| Point of Care Test (POCT)           | Product ID No. | Description          | CLIA Waived | Qty | Case | MMCAP Price/Each |
| <b>Breath Testing Devices</b>       |                |                      |             |     |      |                  |
|                                     |                |                      |             |     |      |                  |
| <b>Cards or Cassettes</b>           |                |                      |             |     |      |                  |
| <b>Rapid TOX Cassettes</b>          |                |                      |             |     |      |                  |
|                                     | 10-AMPT-000    | Amphetamine cassette | Yes         | 50  |      | 1.14             |
|                                     | 10-BART-000    | Barbiturate (BAR)    | Yes         | 50  |      | 1.14             |
|                                     | 10-BZOT-000    | Benzodiazepine (BZO) | Yes         | 50  |      | 1.14             |
|                                     | 10-BUPT-000    | Buprenorphine (BUP)  | Yes         | 50  |      | 1.14             |
|                                     | 10-COCT-000    | Cocaine (COC)        | Yes         | 50  |      | 1.14             |
|                                     | 10-XTCT-000    | Ecstasy (XTC)        | Yes         | 50  |      | 1.14             |

|  |             |  |     |    |  |        |
|--|-------------|--|-----|----|--|--------|
|  | 10-MTDT-000 | Methadone (MTD)                            | Yes | 50 |  | 1.14   |
|  | 10-METT-000 | Methamphetamine (METH)                     | Yes | 50 |  | 1.14   |
|  | 10-OPIT-000 | Opiates (OPI) *specify 300 or 2000 cut-off | Yes | 50 |  | 1.14   |
|  | 10-OXYT-000 | Oxycodone (OXY)                            | Yes | 50 |  | 1.14   |
|  | 10-PCPT-000 | PCP (PCP)                                  | Yes | 50 |  | 1.14   |
|  | 10-PPXT-000 | Propoxyphene (PPX)                         | Yes | 50 |  | 1.14   |
|  | 10-THCT-000 | THC (Marijuana)                            | Yes | 50 |  | 1.14   |
|  | 10-TCAT-000 | Tricyclic Antidepressants (TCA)            | Yes | 50 |  | 1.14   |
|  | 10-3OT-030  | COC/OPI300/THC                             | Yes | 50 |  | \$1.50 |
|  | 10-4MT-030  | COC/OPI300/MET/THC                         | Yes | 50 |  | \$1.65 |
|  | 10-5PT-200  | AMP/COC/OPI2000/PCP/THC                    | Yes | 50 |  | \$2.25 |
|  | 10-5MT-030  | AMP/COC/MET/OPI300/THC                     | Yes | 50 |  | \$2.25 |
|  | 10-5ZT-030  | AMP/BZO/COC/OPI300/THC                     | Yes | 50 |  | \$2.25 |
|  | 10-5MZT-030 | BZO/COC/MET/OPI300/THC                     | Yes | 50 |  | \$2.25 |

|                                |                |  |     |    |  |        |
|--------------------------------|----------------|--|-----|----|--|--------|
|                                | 10-8XT-030     | AMP/BAR/BZO/COC/MET/OPI300/PCP/THC   | Yes | 50 |  | \$2.85 |
|                                | 10-10XT-030    | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC                                       | Yes | 50 |  | \$3.09 |
|                                | 10-10BPXT-030  | AMP/BAR/BUP/BZO/COC/METH/MTD/OPI300/OXY/THC                                      | Yes | 50 |  | \$3.09 |
| <b>Rapid Drug Screen cards</b> |                |  |     |    |  |        |
|                                | 10-4MS-030     | METH/COC/THC/OPI 300   | No  | 50 |  | \$3.50 |
|                                | 10-5PS-030     | AMP/COC/THC/OPI 300/PCP  | No  | 50 |  | \$4.15 |
|                                | 10-5MS-030     | AMP/COC/THC/OPI 300/METH   | No  | 50 |  | \$4.15 |
|                                | 10-5ZS-030     | AMP/COC/THC/OPI 300/BZO  | No  | 50 |  | \$4.15 |
|                                | 10-8XS-030     | AMP/BZO/BAR/COC/METH/OPI 300/PCP/THC   | No  | 50 |  | \$6.75 |
| <b>Dipstick</b>                |                |  |     |    |  |        |
|                                |                |  |     |    |  |        |
| <b>Adulterant</b>              | 14-ADT000A-000 | Rapid Check: Creatinine, Specific Gravity, Glutaraldehyde, PH, Nitrite, Oxidants | No  | 25 |  | \$1.00 |

|  |             |   |    |    |  |        |
|--|-------------|---|----|----|--|--------|
|  |             |   |    |    |  |        |
| <b>Combination<br/>Collection/Test<br/>Cups</b>  |             |   |    |    |  |        |
| <b>Rapid Drug<br/>Screen (Kit<br/>format; includes<br/>collection cup,<br/>slotted/standard lid<br/>&amp; ID label</b> |             |   |    |    |  |        |
|  | 10-2C1-000  | COC/ THC                                | No | 25 |  | \$2.85 |
|  | 10-3M1-000  | COC/THC/METH                            | No | 25 |  | \$3.60 |
|  | 10-4M1-030  | METH/COC/THC/OPI 300                    | No | 25 |  | \$4.35 |
|  | 10-5P1-030  | AMP/COC/THC/OPI 300/PCP                 | No | 25 |  | \$5.50 |
|  | 10-5M1-030  | AMP/COC/THC/OPI 300/METH                | No | 25 |  | \$5.50 |
|  | 10-5Z1-030  | AMP/COC/THC/OPI 300/BZO                 | No | 25 |  | \$5.50 |
|  | 10-5MO1-030 | METH/COC/THC/OPI 300/OXY                | No | 25 |  | \$5.50 |
|  | 10-8X1-030  | AMP/BZO/BAR/COC/METH/OPI<br>300/PCP/THC | No | 25 |  | \$9.20 |

|   |               |  |    |    |  |        |
|---|---------------|--|----|----|--|--------|
| <b>Rapid TOX Cup II: multi-drug integrated collection/testing product</b> |               |  |    |    |  |        |
|   | 10-4MX2-030   | COC/MET/OPI300/THC                             | No | 25 |  | \$2.45 |
|   | 10-6SX2-030   | AMP/COC/MET/OPI300/PCP/THC                     | No | 25 |  | \$3.25 |
|   | 10-6SX2B-030  | AMP/COC/MET/OPI300/PCP/THC                     | No | 25 |  | \$2.75 |
|   | 10-6MZX2-030  | AMP/BZO/COC/MET/OPI300/THC                     | No | 25 |  | \$3.25 |
|   | 10-6MZX2A-030 | AMP/BZO/COC/MET/OPI300/THC/AD<br>ULTERATION    | No | 25 |  | \$3.95 |
|   | 10-6MZX2B-030 | AMP/BZO/COC/MET/OPI300/THC                     | No | 25 |  | \$2.75 |
|   | 10-6ZOX2-030  | BZO/COC/MET/OPI300/OXY/THC                     | No | 25 |  | \$3.45 |
|   | 10-6ZOX2A-030 | BZO/COC/MET/OPI300/OXY/THC/AD<br>ULTERATION    | No | 25 |  | \$4.15 |
|   | 10-7BX2B-030  | AMP/BAR/BZO/COC/OPI300/BUP/TH<br>C             | No | 25 |  | \$3.00 |
|   | 10-10XX2-030  | AMP/BAR/BZO/COC/MTD/MET/OPI30<br>0/PCP/PPX/THC | No | 25 |  | \$3.75 |

|  |                |   |    |    |  |        |
|--|----------------|---|----|----|--|--------|
|  | 10-10XX2A-030  | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/ADULTERATION | No | 25 |  | \$4.65 |
|  | 10-10SPX2-339  | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/BUP/OXY      | No | 25 |  | \$5.55 |
|  | 10-10SPX2B-339 | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/BUP/OXY      | No | 25 |  | \$5.25 |
| <b>RDS InCup: Multi-drug integrated collection/testing product</b> |                |   |    |    |  |        |
|  | 10-5PC-030     | AMP/COC/OPI300/PCP/THC                                  | No | 25 |  | \$5.50 |
|  | 10-5MC-030     | AMP/COC/METH/OPI 300/THC                                | No | 25 |  | \$5.50 |
|  | 10-6SC-030     | AMP/COC/METH/OPI300/PCP/THC                             | No | 25 |  | \$6.50 |
|  | 10-8SPC-054    | AMP/BZO/COC/METH/OPI300/OXY/PCP/THC                     | No | 25 |  | \$8.50 |

|  |             |   |    |    |  |         |
|--|-------------|---|----|----|--|---------|
|  | 10-10XC-030 | AMP/BAR/BZO/COC/MTD/METH/OPI3<br>00/PCP/PPX/THC         | No | 25 |  | \$9.95  |
|  | 10-12XC-030 | AMP/BZO/BAR/COC/MTD/METH/OPI3<br>00/OXY/PCP/PPX/THC/XTC | No | 25 |  | \$12.00 |

**AMENDMENT NO. 1 TO MMCAP CONTRACT NO. MMS15006**

**THIS AMENDMENT** is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and American Bio Medica Corporation, 122 Smith Road, Kinderhook, NY 12106 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS15006 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

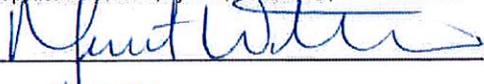
**Contract Amendment**  
(JL)

Effective February 1, 2016 Attachment A: Core Products Pricing, of the Original Contract, will be deleted in its entirety and replaced with Attachment A: Core Products Pricing, which is attached and incorporated. This amendment adds three new products, listed in the New Product Additions of Attachment A, and are for forensic use only.

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

**1. AMERICAN BIO MEDICA CORPORATION**

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

By:   
Title: CEO  
Date: 1/7/16

**2. STATE OF MINNESOTA FOR MMCAP**

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

By:   
Title: Pharmacist Sr.  
Date: 1-7-16

**3. COMMISSIONER OF ADMINISTRATION**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Title: \_\_\_\_\_  
Date: Jan. 7, 2016

AMERICAN BIO MEDICA CORPORATION, MMS15006

ATTACHMENT A: CORE PRODUCTS PRICING (MMCAP 2-1-16 through 1-31-17) AMENDMENT NO. 1

| Point of Care Test (POCT)      | Product ID No. | Description   | CLIA Waived | Qty | Case | MMCAP Price/Each |
|--------------------------------|----------------|---|-------------|-----|------|------------------|
| <b>Breath Testing Devices</b>  |                |   |             |     |      |                  |
| <b>Cards or Cassettes</b>      |                |   |             |     |      |                  |
| <b>Rapid TOX Cassettes</b>     |                |   |             |     |      |                  |
|                                | 10-AMPT-000    | Amphetamine cassette  | Yes         | 50  |      | 1.14             |
|                                | 10-BART-000    | Barbiturate (BAR)   | Yes         | 50  |      | 1.14             |
|                                | 10-BZOT-000    | Benzodiazepine (BZO)  | Yes         | 50  |      | 1.14             |
|                                | 10-BUPT-000    | Buprenorphine (BUP)   | Yes         | 50  |      | 1.14             |
|                                | 10-COCT-000    | Cocaine (COC)   | Yes         | 50  |      | 1.14             |
|                                | 10-XTCT-000    | Ecstasy (XTC)   | Yes         | 50  |      | 1.14             |
|                                | 10-MTDT-000    | Methadone (MTD)   | Yes         | 50  |      | 1.14             |
|                                | 10-METT-000    | Methamphetamine (METH)  | Yes         | 50  |      | 1.14             |
|                                | 10-OPIT-000    | Opiates (OPI) *specify 300 or 2000 cut-off                                      | Yes         | 50  |      | 1.14             |
|                                | 10-OXYT-000    | Oxycodone (OXY)   | Yes         | 50  |      | 1.14             |
|                                | 10-PCPT-000    | PCP (PCP)   | Yes         | 50  |      | 1.14             |
|                                | 10-PPXT-000    | Propoxyphene (PPX)  | Yes         | 50  |      | 1.14             |
|                                | 10-THCT-000    | THC (Manjuana)  | Yes         | 50  |      | 1.14             |
|                                | 10-TCAT-000    | Tricyclic Antidepressants (TCA)   | Yes         | 50  |      | 1.14             |
|                                | 10-3OT-030     | COC/OPI300/THC  | Yes         | 50  |      | \$1.50           |
|                                | 10-4MT-030     | COC/OPI300/MET/THC  | Yes         | 50  |      | \$1.65           |
|                                | 10-5PT-200     | AMP/COC/OPI2000/PCP/THC   | Yes         | 50  |      | \$2.25           |
|                                | 10-5MT-030     | AMP/COC/MET/OPI300/THC  | Yes         | 50  |      | \$2.25           |
|                                | 10-5ZT-030     | AMP/BZO/COC/OPI300/THC  | Yes         | 50  |      | \$2.25           |
|                                | 10-5MZT-030    | BZO/COC/MET/OPI300/THC  | Yes         | 50  |      | \$2.25           |
|                                | 10-8XT-030     | AMP/BAR/BZO/COC/MET/OPI300/PCP/THC  | Yes         | 50  |      | \$2.85           |
|                                | 10-10XT-030    | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC                                      | Yes         | 50  |      | \$3.09           |
|                                | 10-10BPXT-030  | AMP/BAR/BUP/BZO/COC/METH/MTD/OPI300/OXY/THC                                     | Yes         | 50  |      | \$3.09           |
| <b>Rapid Drug Screen cards</b> |                |   |             |     |      |                  |
|                                | 10-4MS-030     | METH/COC/THC/OPI 300  | No          | 50  |      | \$3.50           |
|                                | 10-5PS-030     | AMP/COC/THC/OPI 300/PCP   | No          | 50  |      | \$4.15           |
|                                | 10-5MS-030     | AMP/COC/THC/OPI 300/METH  | No          | 50  |      | \$4.15           |
|                                | 10-5ZS-030     | AMP/COC/THC/OPI 300/BZO   | No          | 50  |      | \$4.15           |
|                                | 10-8XS-030     | AMP/BZO/BAR/COC/METH/OPI 300/PCP/THC  | No          | 50  |      | \$6.75           |
| <b>Dipstick</b>                |                |   |             |     |      |                  |
| <b>Adulterant</b>              | 14-ADT000A-000 | Rapid Check:Creatinine, Specific Gravity, Glutaraldehyde, PH, Nitrite, Oxidants | No          | 25  |      | \$1.00           |

AMERICAN BIO MEDICA CORPORATION, MMS15006

ATTACHMENT A: CORE PRODUCTS PRICING (MMCAP 2-1-16 through 1-31-17) AMENDMENT NO. 1

| Point of Care Test (POCT)   | Product ID No. | Description   | CLIA Waived | Qty | Case | MMCAP Price/Each |
|---|----------------|---|-------------|-----|------|------------------|
| <b>Combination Collection/Test Cups</b>   |                |   |             |     |      |                  |
| <b>Rapid Drug Screen (Kit format; includes collection cup, slotted/standard lid &amp; ID label)</b> |                |   |             |     |      |                  |
|   | 10-2C1-000     | COC/ THC  | No          | 25  |      | \$2.85           |
|   | 10-3M1-000     | COC/THC/METH  | No          | 25  |      | \$3.60           |
|   | 10-4M1-030     | METH/COC/THC/OPI 300                                    | No          | 25  |      | \$4.35           |
|   | 10-5P1-030     | AMP/COC/THC/OPI 300/PCP                                 | No          | 25  |      | \$5.50           |
|   | 10-5M1-030     | AMP/COC/THC/OPI 300/METH                                | No          | 25  |      | \$5.50           |
|   | 10-5Z1-030     | AMP/COC/THC/OPI 300/BZO                                 | No          | 25  |      | \$5.50           |
|   | 10-5MO1-030    | METH/COC/THC/OPI 300/OXY                                | No          | 25  |      | \$5.50           |
|   | 10-8X1-030     | AMP/BZO/BAR/COC/METH/OPI 300/PCP/THC                    | No          | 25  |      | \$9.20           |
| <b>Rapid TOX Cup II: multi-drug integrated collection/testing product</b>                           |                |   |             |     |      |                  |
|   | 10-4MX2-030    | COC/MET/OPI300/THC                                      | No          | 25  |      | \$2.45           |
|   | 10-6SX2-030    | AMP/COC/MET/OPI300/PCP/THC                              | No          | 25  |      | \$3.25           |
|   | 10-6SX2B-030   | AMP/COC/MET/OPI300/PCP/THC                              | No          | 25  |      | \$2.75           |
|   | 10-6MZ2-030    | AMP/BZO/COC/MET/OPI300/THC                              | No          | 25  |      | \$3.25           |
|   | 10-6MZ2A-030   | AMP/BZO/COC/MET/OPI300/THC/ADULTERATION                 | No          | 25  |      | \$3.95           |
|   | 10-6MZ2B-030   | AMP/BZO/COC/MET/OPI300/THC                              | No          | 25  |      | \$2.75           |
|   | 10-6ZOX2-030   | BZO/COC/MET/OPI300/OXY/THC                              | No          | 25  |      | \$3.45           |
|   | 10-6ZOX2A-030  | BZO/COC/MET/OPI300/OXY/THC/ADULTERATION                 | No          | 25  |      | \$4.15           |
|   | 10-7BX2B-030   | AMP/BAR/BZO/COC/OPI300/BUP/THC                          | No          | 25  |      | \$3.00           |
|   | 10-10XX2-030   | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC              | No          | 25  |      | \$3.75           |
|   | 10-10XX2A-030  | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/ADULTERATION | No          | 25  |      | \$4.65           |
|   | 10-10SPX2-339  | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/BUP/OXY      | No          | 25  |      | \$5.55           |
|   | 10-10SPX2B-339 | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/BUP/OXY      | No          | 25  |      | \$5.25           |
| <b>RDS InCup: Multi-drug integrated collection/testing product</b>                                  |                |   |             |     |      |                  |
|   | 10-5PC-030     | AMP/COC/OPI300/PCP/THC                                  | No          | 25  |      | \$5.50           |
|   | 10-5MC-030     | AMP/COC/METH/OPI 300/THC                                | No          | 25  |      | \$5.50           |
|   | 10-6SC-030     | AMP/COC/METH/OPI300/PCP/THC                             | No          | 25  |      | \$6.50           |
|   | 10-8SPC-054    | AMP/BZO/COC/METH/OPI300/OXY/PCP/THC                     | No          | 25  |      | \$8.50           |
|   | 10-10XC-030    | AMP/BAR/BZO/COC/MTD/METH/OPI300/PCP/PPX/THC             | No          | 25  |      | \$9.95           |
|   | 10-12XC-030    | AMP/BZO/BAR/COC/MTD/METH/OPI300/OXY/PCP/PPX/THC/XTC     | No          | 25  |      | \$12.00          |

| Point of Care Test (POCT)   | Product ID No. | Description                                      | CLIA Waived | Qty | Case | MMCAP Price/Each |
|---|----------------|--|-------------|-----|------|------------------|
| <b>*NEW PRODUCT ADDITIONS</b>   |                |  |             |     |      |                  |
| OralStat®: Oral fluid (Saliva) drug screen  | 12-OS6-U1A     | AMP/COC/METH/OPI/PCP/THC                         | No          | 25  |      | \$8.95           |
| OralStat®: Oral fluid (Saliva) drug screen  | 12-OS10-NUM    | AMP/BAR/BZO/COC/MTD/METH/OPI/PCP/PPX/THC         | No          | 25  |      | \$9.95           |
| Rapid TOX ® II (Gen2): Multi-drug integrated collection/testing device-   | 10-12BOX3-030  | OPI/MET/COC/THC/BAR/BZO/PCP/AMP/MTD/OXY/BUP/XTCT | No          | 25  |      | \$3.95           |
|   | 10-8MOX3-030   | THC/COC150/METH500/OPI300/BUP/OXY/MTD/MDMA500    | No          | 25  |      | \$3.25           |
| <p><b>* Forensic Use Only Devices (FFUO) are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices, include for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, corrections centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are designed, tested or developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.</b></p> |                |  |             |     |      |                  |

**AMENDMENT NO. 2 TO MMCAP CONTRACT NO. MMS15006**

**THIS AMENDMENT** is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and American Bio Medica Corporation, 122 Smith Road, Kinderhook, NY 12106 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS15006 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

**Contract Amendment**  
(JL)

Effective when fully executed Attachment A: Core Products Pricing, of the Original Contract, will be deleted in its entirety and replaced with Attachment A: Core Products Pricing, which is attached and incorporated. This amendment adds a new product, listed below, and listed in the New Product Additions of Attachment A, and is for forensic use only.

| Point of Care Test (POCT)  | Product ID No. | Description                  | CLIA Waived | Qty | Case | MMCAP Price/Each |
|--|----------------|------------------------------|-------------|-----|------|------------------|
| Rapid TOX @ 11 (Gen2):<br>Multi-drug integrated<br>collection/testing device | 10-6ABX3-030   | BUPI/THC/COC/OPI300/METH/AMP | No          | 25  |      | \$3.20           |

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

**1. AMERICAN BIO MEDICA CORPORATION**

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

By: [Signature]  
 Title: CEO  
 Date: 3-14-16

**2. STATE OF MINNESOTA FOR MMCAP**

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

By: [Signature]  
 Title: Pharmacy Analyst  
 Date: 3-14-16

**3. COMMISSIONER OF ADMINISTRATION**

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

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: [Signature], PharmD, BCPS  
 Title: Pharmacist Sr.  
 Date: 3-14-16

AMERICAN BIO MEDICA CORPORATION, MMS15006

ATTACHMENT A: CORE PRODUCTS PRICING (MMCAP 2-1-16 through 1-31-17) AMENDMENT NO. 2

| Point of Care Test (POCT)      | Product ID No. | Description  | CLIA Waived | Qty | Case | MMCAP Price/Each |
|--------------------------------|----------------|--|-------------|-----|------|------------------|
| <b>Breath Testing Devices</b>  |                |  |             |     |      |                  |
| <b>Cards or Cassettes</b>      |                |  |             |     |      |                  |
| <b>Rapid TOX Cassettes</b>     |                |  |             |     |      |                  |
|                                | 10-AMPT-000    | Amphetamine cassette   | Yes         | 50  |      | 1.14             |
|                                | 10-BART-000    | Barbiturate (BAR)  | Yes         | 50  |      | 1.14             |
|                                | 10-BZOT-000    | Benzodiazepine (BZO)   | Yes         | 50  |      | 1.14             |
|                                | 10-BUPT-000    | Buprenorphine (BUP)  | Yes         | 50  |      | 1.14             |
|                                | 10-COCT-000    | Cocaine (COC)  | Yes         | 50  |      | 1.14             |
|                                | 10-XTCT-000    | Ecstasy (XTC)  | Yes         | 50  |      | 1.14             |
|                                | 10-MTDT-000    | Methadone (MTD)  | Yes         | 50  |      | 1.14             |
|                                | 10-METT-000    | Methamphetamine (METH)   | Yes         | 50  |      | 1.14             |
|                                | 10-OPIT-000    | Opiates (OPI) *specify 300 or 2000 cut-off                                       | Yes         | 50  |      | 1.14             |
|                                | 10-OXYT-000    | Oxycodone (OXY)  | Yes         | 50  |      | 1.14             |
|                                | 10-PCPT-000    | PCP (PCP)  | Yes         | 50  |      | 1.14             |
|                                | 10-PPXT-000    | Propoxyphene (PPX)   | Yes         | 50  |      | 1.14             |
|                                | 10-THCT-000    | THC (Marijuana)  | Yes         | 50  |      | 1.14             |
|                                | 10-TCAT-000    | Tricyclic Antidepressants (TCA)  | Yes         | 50  |      | 1.14             |
|                                | 10-3OT-030     | COC/OPI300/THC   | Yes         | 50  |      | \$1.50           |
|                                | 10-4MT-030     | COC/OPI300/MET/THC   | Yes         | 50  |      | \$1.65           |
|                                | 10-5PT-200     | AMP/COC/OPI2000/PCP/THC  | Yes         | 50  |      | \$2.25           |
|                                | 10-5MT-030     | AMP/COC/MET/OPI300/THC   | Yes         | 50  |      | \$2.25           |
|                                | 10-5ZT-030     | AMP/BZO/COC/OPI300/THC   | Yes         | 50  |      | \$2.25           |
|                                | 10-5MZT-030    | BZO/COC/MET/OPI300/THC   | Yes         | 50  |      | \$2.25           |
|                                | 10-8XT-030     | AMP/BAR/BZO/COC/MET/OPI300/PCP/THC   | Yes         | 50  |      | \$2.85           |
|                                | 10-10XT-030    | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC                                       | Yes         | 50  |      | \$3.09           |
|                                | 10-10BPXT-030  | AMP/BAR/BUP/BZO/COC/METH/MTD/OPI300/OXY/THC                                      | Yes         | 50  |      | \$3.09           |
| <b>Rapid Drug Screen cards</b> |                |  |             |     |      |                  |
|                                | 10-4MS-030     | METH/COC/THC/OPI 300   | No          | 50  |      | \$3.50           |
|                                | 10-5PS-030     | AMP/COC/THC/OPI 300/PCP  | No          | 50  |      | \$4.15           |
|                                | 10-5MS-030     | AMP/COC/THC/OPI 300/METH   | No          | 50  |      | \$4.15           |
|                                | 10-5ZS-030     | AMP/COC/THC/OPI 300/BZO  | No          | 50  |      | \$4.15           |
|                                | 10-8XS-030     | AMP/BZO/BAR/COC/METH/OPI 300/PCP/THC   | No          | 50  |      | \$6.75           |
| <b>Dipstick</b>                |                |  |             |     |      |                  |
| <b>Adulterant</b>              | 14-ADT000A-000 | Rapid Check: Creatinine, Specific Gravity, Glutaraldehyde, PH, Nitrite, Oxidants | No          | 25  |      | \$1.00           |

AMERICAN BIO MEDICA CORPORATION, MMS15006

ATTACHMENT A: CORE PRODUCTS PRICING (MMCAP 2-1-16 through 1-31-17) AMENDMENT NO. 2

| Point of Care Test (POCT)   | Product ID No. | Description   | CLIA Waived | Qty | Case | MMCAP Price/Each |
|---|----------------|---|-------------|-----|------|------------------|
| <b>Combination Collection/Test Cups</b>   |                |   |             |     |      |                  |
| <b>Rapid Drug Screen (Kit format; includes collection cup, slotted/standard lid &amp; ID label)</b> |                |   |             |     |      |                  |
|   | 10-2C1-000     | COC/ THC  | No          | 25  |      | \$2.85           |
|   | 10-3M1-000     | COC/THC/METH  | No          | 25  |      | \$3.60           |
|   | 10-4M1-030     | METH/COC/THC/OPI 300                                    | No          | 25  |      | \$4.35           |
|   | 10-5P1-030     | AMP/COC/THC/OPI 300/PCP                                 | No          | 25  |      | \$5.50           |
|   | 10-5M1-030     | AMP/COC/THC/OPI 300/METH                                | No          | 25  |      | \$5.50           |
|   | 10-5Z1-030     | AMP/COC/THC/OPI 300/BZO                                 | No          | 25  |      | \$5.50           |
|   | 10-5MO1-030    | METH/COC/THC/OPI 300/OXY                                | No          | 25  |      | \$5.50           |
|   | 10-8X1-030     | AMP/BZO/BAR/COC/METH/OPI 300/PCP/THC                    | No          | 25  |      | \$9.20           |
| <b>Rapid TOX Cup II: multi-drug integrated collection/testing product</b>                           |                |   |             |     |      |                  |
|   | 10-4MX2-030    | COC/MET/OPI300/THC                                      | No          | 25  |      | \$2.45           |
|   | 10-6SX2-030    | AMP/COC/MET/OPI300/PCP/THC                              | No          | 25  |      | \$3.25           |
|   | 10-6SX2B-030   | AMP/COC/MET/OPI300/PCP/THC                              | No          | 25  |      | \$2.75           |
|   | 10-6MZX2-030   | AMP/BZO/COC/MET/OPI300/THC                              | No          | 25  |      | \$3.25           |
|   | 10-6MZX2A-030  | AMP/BZO/COC/MET/OPI300/THC/ADULTERATION                 | No          | 25  |      | \$3.95           |
|   | 10-6MZX2B-030  | AMP/BZO/COC/MET/OPI300/THC                              | No          | 25  |      | \$2.75           |
|   | 10-6ZOX2-030   | BZO/COC/MET/OPI300/OXY/THC                              | No          | 25  |      | \$3.45           |
|   | 10-6ZOX2A-030  | BZO/COC/MET/OPI300/OXY/THC/ADULTERATION                 | No          | 25  |      | \$4.15           |
|   | 10-7BX2B-030   | AMP/BAR/BZO/COC/OPI300/BUP/THC                          | No          | 25  |      | \$3.00           |
|   | 10-10XX2-030   | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC              | No          | 25  |      | \$3.75           |
|   | 10-10XX2A-030  | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/ADULTERATION | No          | 25  |      | \$4.65           |
|   | 10-10SPX2-339  | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/BUP/OXY      | No          | 25  |      | \$5.55           |
|   | 10-10SPX2B-339 | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/BUP/OXY      | No          | 25  |      | \$5.25           |
| <b>RDS InCup: Multi-drug integrated collection/testing product</b>                                  |                |   |             |     |      |                  |
|   | 10-5PC-030     | AMP/COC/OPI300/PCP/THC                                  | No          | 25  |      | \$5.50           |
|   | 10-5MC-030     | AMP/COC/METH/OPI 300/THC                                | No          | 25  |      | \$5.50           |
|   | 10-6SC-030     | AMP/COC/METH/OPI300/PCP/THC                             | No          | 25  |      | \$6.50           |
|   | 10-8SPC-054    | AMP/BZO/COC/METH/OPI300/OXY/PCP/THC                     | No          | 25  |      | \$8.50           |
|   | 10-10XC-030    | AMP/BAR/BZO/COC/MTD/METH/OPI300/PCP/PPX/THC             | No          | 25  |      | \$9.95           |
|   | 10-12XC-030    | AMP/BZO/BAR/COC/MTD/METH/OPI300/OXY/PCP/PPX/THC/XTC     | No          | 25  |      | \$12.00          |

AMERICAN BIO MEDICA CORPORATION, MMS15006

ATTACHMENT A: CORE PRODUCTS PRICING (MMCAP 2-1-16 through 1-31-17) AMENDMENT NO. 2

| Point of Care Test (POCT)  | Product ID No. | Description                                      | CLIA Waived | Qty | Case | MMCAP Price/Each |
|--|----------------|--|-------------|-----|------|------------------|
| <b>*NEW PRODUCT ADDITIONS</b>  |                |  |             |     |      |                  |
| OralStat®: Oral fluid (Saliva) drug screen   | 12-OS6-U1A     | AMP/COC/METH/OPI/PCP/THC                         | No          | 25  |      | \$8.95           |
| OralStat®: Oral fluid (Saliva) drug screen   | 12-OS10-NUM    | AMP/BAR/BZO/COC/MTD/METH/OPI/PCP/PPX/THC         | No          | 25  |      | \$9.95           |
| Rapid TOX ® II (Gen2): Multi-drug integrated collection/testing device-  | 10-12BOX3-030  | OPI/MET/COC/THC/BAR/BZO/PCP/AMP/MTD/OXY/BUPIXTCT | No          | 25  |      | \$3.95           |
|  | 10-8MOX3-030   | THC/COC150/METH500/OPI300/BUPI/OXY/MTD/MDMA500   | No          | 25  |      | \$3.25           |
|  | 10-6ABX3-030   | BUPT/THC/COC/OPI300/METH/AMP                     | No          | 25  |      | \$3.20           |
| <p>* Forensic Use Only Devices (FFUO) are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices, include for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, corrections centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are designed, tested or developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.</p> |                |  |             |     |      |                  |

American Bio Medica  
Corporation  
Contract MMS15006

Amendment 3  
is not posted for  
viewing

**AMENDMENT NO. 4 TO MMCAP CONTRACT NO. MMS15006**

**THIS AMENDMENT** is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and American Bio Medica Corporation, 12 2 Smith Road, Ki nderhook, N Y 12106 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS15006 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

**Contract Amendment**  
(JL)

Effective when signed the products listed below will be added to Attachment A: Core Products Pricing, which is attached and incorporated. The products are highlighted in yellow on Attachment A and listed under New Product Additions.

| Point of Care Test (POCT)   | Product ID No.  | Description                                     | CLIA Waived | Qty | Case | MMCAP Price/Each |
|---|-----------------|---|-------------|-----|------|------------------|
| <u>Brand XXX * H (GENERAL) * POCT * STRIP * 10 * 40 * 100 * 150 * 200 * 250 * 300 * 350 * 400 * 450 * 500 * 550 * 600 * 650 * 700 * 750 * 800 * 850 * 900 * 950 * 1000 * 1050 * 1100 * 1150 * 1200 * 1250 * 1300 * 1350 * 1400 * 1450 * 1500 * 1550 * 1600 * 1650 * 1700 * 1750 * 1800 * 1850 * 1900 * 1950 * 2000 * 2050 * 2100 * 2150 * 2200 * 2250 * 2300 * 2350 * 2400 * 2450 * 2500 * 2550 * 2600 * 2650 * 2700 * 2750 * 2800 * 2850 * 2900 * 2950 * 3000 * 3050 * 3100 * 3150 * 3200 * 3250 * 3300 * 3350 * 3400 * 3450 * 3500 * 3550 * 3600 * 3650 * 3700 * 3750 * 3800 * 3850 * 3900 * 3950 * 4000 * 4050 * 4100 * 4150 * 4200 * 4250 * 4300 * 4350 * 4400 * 4450 * 4500 * 4550 * 4600 * 4650 * 4700 * 4750 * 4800 * 4850 * 4900 * 4950 * 5000 * 5050 * 5100 * 5150 * 5200 * 5250 * 5300 * 5350 * 5400 * 5450 * 5500 * 5550 * 5600 * 5650 * 5700 * 5750 * 5800 * 5850 * 5900 * 5950 * 6000 * 6050 * 6100 * 6150 * 6200 * 6250 * 6300 * 6350 * 6400 * 6450 * 6500 * 6550 * 6600 * 6650 * 6700 * 6750 * 6800 * 6850 * 6900 * 6950 * 7000 * 7050 * 7100 * 7150 * 7200 * 7250 * 7300 * 7350 * 7400 * 7450 * 7500 * 7550 * 7600 * 7650 * 7700 * 7750 * 7800 * 7850 * 7900 * 7950 * 8000 * 8050 * 8100 * 8150 * 8200 * 8250 * 8300 * 8350 * 8400 * 8450 * 8500 * 8550 * 8600 * 8650 * 8700 * 8750 * 8800 * 8850 * 8900 * 8950 * 9000 * 9050 * 9100 * 9150 * 9200 * 9250 * 9300 * 9350 * 9400 * 9450 * 9500 * 9550 * 9600 * 9650 * 9700 * 9750 * 9800 * 9850 * 9900 * 9950 * 10000</u> | 10-SABX3AKE-030 | THC/COC150;METH500/OPI300/AMP500/BUK/K2/ETG/SVI | No          | 25  |      | \$5.00           |
| <u>Brand XXX * H (GENERAL) * POCT * STRIP * 10 * 40 * 100 * 150 * 200 * 250 * 300 * 350 * 400 * 450 * 500 * 550 * 600 * 650 * 700 * 750 * 800 * 850 * 900 * 950 * 1000 * 1050 * 1100 * 1150 * 1200 * 1250 * 1300 * 1350 * 1400 * 1450 * 1500 * 1550 * 1600 * 1650 * 1700 * 1750 * 1800 * 1850 * 1900 * 1950 * 2000 * 2050 * 2100 * 2150 * 2200 * 2250 * 2300 * 2350 * 2400 * 2450 * 2500 * 2550 * 2600 * 2650 * 2700 * 2750 * 2800 * 2850 * 2900 * 2950 * 3000 * 3050 * 3100 * 3150 * 3200 * 3250 * 3300 * 3350 * 3400 * 3450 * 3500 * 3550 * 3600 * 3650 * 3700 * 3750 * 3800 * 3850 * 3900 * 3950 * 4000 * 4050 * 4100 * 4150 * 4200 * 4250 * 4300 * 4350 * 4400 * 4450 * 4500 * 4550 * 4600 * 4650 * 4700 * 4750 * 4800 * 4850 * 4900 * 4950 * 5000 * 5050 * 5100 * 5150 * 5200 * 5250 * 5300 * 5350 * 5400 * 5450 * 5500 * 5550 * 5600 * 5650 * 5700 * 5750 * 5800 * 5850 * 5900 * 5950 * 6000 * 6050 * 6100 * 6150 * 6200 * 6250 * 6300 * 6350 * 6400 * 6450 * 6500 * 6550 * 6600 * 6650 * 6700 * 6750 * 6800 * 6850 * 6900 * 6950 * 7000 * 7050 * 7100 * 7150 * 7200 * 7250 * 7300 * 7350 * 7400 * 7450 * 7500 * 7550 * 7600 * 7650 * 7700 * 7750 * 7800 * 7850 * 7900 * 7950 * 8000 * 8050 * 8100 * 8150 * 8200 * 8250 * 8300 * 8350 * 8400 * 8450 * 8500 * 8550 * 8600 * 8650 * 8700 * 8750 * 8800 * 8850 * 8900 * 8950 * 9000 * 9050 * 9100 * 9150 * 9200 * 9250 * 9300 * 9350 * 9400 * 9450 * 9500 * 9550 * 9600 * 9650 * 9700 * 9750 * 9800 * 9850 * 9900 * 9950 * 10000</u> | 10-SABX3KE-030  | THC/COC150;METH500/OPI300/AMP500/BUK/K2/ETG     | No          | 25  |      | \$6.00           |

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

**1. AMERICAN BIO MEDICA CORPORATION**

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

By: [Signature]  
 Title: CEO/DIRECTOR  
 Date: 10/11/16

**2. STATE OF MINNESOTA FOR MMCAP**

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

By: [Signature]  
 Title: SPA P  
 Date: 10/12/2016

**3. COMMISSIONER OF ADMINISTRATION**

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

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: [Signature]  
 Title: Pharmacist Sr.  
 Date: 10-12-16

AMERICAN BIO MEDICA CORPORATION  
MMS15006, AMENDMENT NO. 4

ATTACHMENT A: CORE PRODUCTS PRICING

| Point of Care Test (POCT)               | Product ID No. | Description   | CLIA Waived | Qty | Case | MMCAP Price/Each |
|---|----------------|---|-------------|-----|------|------------------|
| <b>Breath Testing Devices</b>           |                |   |             |     |      |                  |
| <b>Cards or Cassettes</b>               |                |   |             |     |      |                  |
| <b>Rapid TOX Cassettes</b>              |                |   |             |     |      |                  |
|   | 10-AMPT-000    | Amphetamine cassette  | Yes         | 50  |      | 1.14             |
|   | 10-BART-000    | Barbiturate (BAR)   | Yes         | 50  |      | 1.14             |
|   | 10-BZOT-000    | Benzodiazepine (BZO)  | Yes         | 50  |      | 1.14             |
|   | 10-BUPT-000    | Buprenorphine (BUP)   | Yes         | 50  |      | 1.14             |
|   | 10-COCT-000    | Cocaine (COC)   | Yes         | 50  |      | 1.14             |
|   | 10-XTCT-000    | Ecstasy (XTC)   | Yes         | 50  |      | 1.14             |
|   | 10-MTDT-000    | Methadone (MTD)   | Yes         | 50  |      | 1.14             |
|   | 10-METT-000    | Methamphetamine (METH)  | Yes         | 50  |      | 1.14             |
|   | 10-OPIT-000    | Opiates (OPI) *specify 300 or 2000 cut-off                                      | Yes         | 50  |      | 1.14             |
|   | 10-OXYT-000    | Oxycodone (OXY)   | Yes         | 50  |      | 1.14             |
|   | 10-PCPT-000    | PCP (PCP)   | Yes         | 50  |      | 1.14             |
|   | 10-PPXT-000    | Propoxyphene (PPX)  | Yes         | 50  |      | 1.14             |
|   | 10-THCT-000    | THC (Marijuana)   | Yes         | 50  |      | 1.14             |
|   | 10-TCAT-000    | Tricyclic Antidepressants (TCA)   | Yes         | 50  |      | 1.14             |
|   | 10-3OT-030     | COC/OPI300/THC  | Yes         | 50  |      | \$1.50           |
|   | 10-4MT-030     | COC/OPI300/MET/THC  | Yes         | 50  |      | \$1.65           |
|   | 10-5PT-200     | AMP/COC/OPI2000/PCP/THC   | Yes         | 50  |      | \$2.25           |
|   | 10-5MT-030     | AMP/COC/MET/OPI300/THC  | Yes         | 50  |      | \$2.25           |
|   | 10-5ZT-030     | AMP/BZO/COC/OPI300/THC  | Yes         | 50  |      | \$2.25           |
|   | 10-5MZT-030    | BZO/COC/MET/OPI300/THC  | Yes         | 50  |      | \$2.25           |
|   | 10-8XT-030     | AMP/BAR/BZO/COC/MET/OPI300/PCP/THC  | Yes         | 50  |      | \$2.85           |
|   | 10-10XT-030    | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC                                      | Yes         | 50  |      | \$3.09           |
|   | 10-10BPXT-030  | AMP/BAR/BUP/BZO/COC/METH/MTD/OPI300/OXY/THC                                     | Yes         | 50  |      | \$3.09           |
| <b>Rapid Drug Screen cards</b>          |                |   |             |     |      |                  |
|   | 10-4MS-030     | METH/COC/THC/OPI 300  | No          | 50  |      | \$3.50           |
|   | 10-5PS-030     | AMP/COC/THC/OPI 300/PCP   | No          | 50  |      | \$4.15           |
|   | 10-5MS-030     | AMP/COC/THC/OPI 300/METH  | No          | 50  |      | \$4.15           |
|   | 10-5ZS-030     | AMP/COC/THC/OPI 300/BZO   | No          | 50  |      | \$4.15           |
|   | 10-8XS-030     | AMP/BZO/BAR/COC/METH/OPI 300/PCP/THC  | No          | 50  |      | \$6.75           |
| <b>Dipstick</b>                         |                |   |             |     |      |                  |
| <b>Adulterant</b>                       | 14-ADT000A-000 | Rapid Check:Creatinine, Specific Gravity, Glutaraldehyde, PH, Nitrite, Oxidants | No          | 25  |      | \$1.00           |
| <b>Combination Collection/Test Cups</b> |                |   |             |     |      |                  |

AMERICAN BIO MEDICA CORPORATION  
MMS15006, AMENDMENT NO. 4

ATTACHMENT A: CORE PRODUCTS PRICING

| Point of Care Test (POCT)   | Product ID No. | Description   | CLIA Waived | Qty | Case | MMCAP Price/Each |
|---|----------------|---|-------------|-----|------|------------------|
| <b>Rapid Drug Screen (Kit format; includes collection cup, slotted/standard lid &amp; ID label)</b> |                |   |             |     |      |                  |
|   | 10-2C1-000     | COC/ THC  | No          | 25  |      | \$2.85           |
|   | 10-3M1-000     | COC/THC/METH  | No          | 25  |      | \$3.60           |
|   | 10-4M1-030     | METH/COC/THC/OPI 300                                    | No          | 25  |      | \$4.35           |
|   | 10-5P1-030     | AMP/COC/THC/OPI 300/PCP                                 | No          | 25  |      | \$5.50           |
|   | 10-5M1-030     | AMP/COC/THC/OPI 300/METH                                | No          | 25  |      | \$5.50           |
|   | 10-5Z1-030     | AMP/COC/THC/OPI 300/BZO                                 | No          | 25  |      | \$5.50           |
|   | 10-5MO1-030    | METH/COC/THC/OPI 300/OXY                                | No          | 25  |      | \$5.50           |
|   | 10-8X1-030     | AMP/BZO/BAR/COC/METH/OPI 300/PCP/THC                    | No          | 25  |      | \$9.20           |
| <b>Rapid TOX Cup II: multi-drug integrated collection/testing product</b>                           |                |   |             |     |      |                  |
|   | 10-4MX2-030    | COC/MET/OPI300/THC                                      | No          | 25  |      | \$2.45           |
|   | 10-6SX2-030    | AMP/COC/MET/OPI300/PCP/THC                              | No          | 25  |      | \$3.25           |
|   | 10-6SX2B-030   | AMP/COC/MET/OPI300/PCP/THC                              | No          | 25  |      | \$2.75           |
|   | 10-6MZ2-030    | AMP/BZO/COC/MET/OPI300/THC                              | No          | 25  |      | \$3.25           |
|   | 10-6MZ2A-030   | AMP/BZO/COC/MET/OPI300/THC/ADULTERATION                 | No          | 25  |      | \$3.95           |
|   | 10-6MZ2B-030   | AMP/BZO/COC/MET/OPI300/THC                              | No          | 25  |      | \$2.75           |
|   | 10-6ZOX2-030   | BZO/COC/MET/OPI300/OXY/THC                              | No          | 25  |      | \$3.45           |
|   | 10-6ZOX2A-030  | BZO/COC/MET/OPI300/OXY/THC/ADULTERATION                 | No          | 25  |      | \$4.15           |
|   | 10-7BX2B-030   | AMP/BAR/BZO/COC/OPI300/BUP/THC                          | No          | 25  |      | \$3.00           |
|   | 10-10XX2-030   | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC              | No          | 25  |      | \$3.75           |
|   | 10-10XX2A-030  | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/ADULTERATION | No          | 25  |      | \$4.65           |
|   | 10-10SPX2-339  | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/BUP/OXY      | No          | 25  |      | \$5.55           |
|   | 10-10SPX2B-339 | AMP/BAR/BZO/COC/MTD/MET/OPI300/PCP/PPX/THC/BUP/OXY      | No          | 25  |      | \$5.25           |
| <b>Rapid TOX * II (Gen2): Multi-drug integrated collection/testing device</b>                       |                |   |             |     |      |                  |
|   | 10-6ABX3-030   | BUPT/THC/COC/OPI300/METH/AMP                            | No          | 25  |      | \$3.20           |
|   | 10-12BOX3-030  | OPI/MET/COC/THC/BAR/BZO/PCP/AMP/MTD/OXY/BUP/XTCT        | No          | 25  |      | \$3.95           |
|   | 10-8MOX3-030   | THC/COC150/METH500/OPI300/BUP/OXY/MTD/MDMA500           | No          | 25  |      | \$3.25           |
| <b>RDS InCup: Multi-drug integrated collection/testing product</b>                                  |                |   |             |     |      |                  |
|   | 10-5PC-030     | AMP/COC/OPI300/PCP/THC                                  | No          | 25  |      | \$5.50           |
|   | 10-5MC-030     | AMP/COC/METH/OPI 300/THC                                | No          | 25  |      | \$5.50           |
|   | 10-6SC-030     | AMP/COC/METH/OPI300/PCP/THC                             | No          | 25  |      | \$6.50           |
|   | 10-8SPC-054    | AMP/BZO/COC/METH/OPI300/OXY/PCP/THC                     | No          | 25  |      | \$8.50           |
|   | 10-10XC-030    | AMP/BAR/BZO/COC/MTD/METH/OPI300/PCP/PPX/THC             | No          | 25  |      | \$9.95           |
|   | 10-12XC-030    | AMP/BZO/BAR/COC/MTD/METH/OPI300/OXY/PCP/PPX/THC/XTC     | No          | 25  |      | \$12.00          |
| <b>OralStat®: Oral fluid (Saliva) drug screen</b>   |                |   |             |     |      |                  |

AMERICAN BIO MEDICA CORPORATION  
MMS15006, AMENDMENT NO. 4

ATTACHMENT A: CORE PRODUCTS PRICING

| Point of Care Test (POCT) | Product ID No. | Description                              | CLIA Waived | Qty | Case | MMCAP Price/Each |
|---------------------------|----------------|--|-------------|-----|------|------------------|
|                           | 12-OS6-U1A     | AMP/COC/METH/OPI/PCP/THC                 | No          | 25  |      | \$8.95           |
|                           | 12-OS10-NUM    | AMP/BAR/BZO/COC/MTD/METH/OPI/PCP/PPX/THC | No          | 25  |      | \$9.95           |

\*NEW PRODUCT ADDITIONS

|   |                 |   |    |    |  |        |
|---|-----------------|---|----|----|--|--------|
| <u>Rapid TOX ® II (Gen2): Multi-drug integrated collection/testing device</u> | 10-8ABX3AKE-030 | THC/COC150/METH500/OPI300/AMP500/BUP/K2/ETG/SVT | No | 25 |  | \$6.60 |
| <u>Rapid TOX ® II (Gen2): Multi-drug integrated collection/testing device</u> | 10-8ABX3KE-030  | THC/COC150/METH500/OPI300/AMP500/BUP/K2/ETG     | No | 25 |  | \$6.00 |

\* Forensic Use Only Devices (FFUO) are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices, include for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, corrections centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are designed, tested or developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

**AMENDMENT NO. 5 TO MMCAP CONTRACT NO. MMS15006**

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and American Bio Medica Corporation, 122 Smith Road, Kinderhook, NY 12106 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS15006 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

**Contract Amendment**

(LAK)

Revision 1: Effective when signed **Section 1.2. Expiration date** of the Original Contract will be deleted in its entirety and replaced with the following:

**1.2. Expiration date:** January 31, 2018, or as cancelled pursuant to Section 41. With 2 one-year extensions for a total contract not to exceed five years.

Revision 2: Effective when signed, **Article 22. Administrative Fee** of the Original Contract, is amended to change the administrative fee remittance address to:

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

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

**1. AMERICAN BIO MEDICA CORPORATION**

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

By: [Signature]  
Title: CEO/DIRECTOR  
Date: 12/19/2016

**2. STATE OF MINNESOTA FOR MMCAP**

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

By: [Signature]  
Title: SLA P  
Date: 12/19/2016

**3. COMMISSIONER OF ADMINISTRATION**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: [Signature]  
Title: \_\_\_\_\_  
Date: Dec. 19, 2016



# CONTRACT

## State of Oklahoma

Dispatch via Print

Supplier 0000013289  
 AMERICAN BIO MEDICA CORPORATION  
 PO BOX 72  
 COHOES NY 12047-0072  
 USA

|   |                        |                                 |                             |
|---|------------------------|---------------------------------|-----------------------------|
| <b>Contract ID</b><br>000000000000000000000000004737  |                        | Page<br>1 of 1                  |                             |
| <b>Contract Dates</b><br>03/30/2017 to 01/31/2018     | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       | <b>Rate Date</b><br>PO Date |
| <b>Description:</b><br>DRUG TESTING KITS AND SERVICES |                        | <b>Contract Maximum</b><br>0.00 |                             |
| <b>TYPE: STATEWIDE</b>                                |                        |                                 |                             |

Tax Exempt? Y      Tax Exempt ID:736017987

**Contract Lines:**

| Line # | Cat CD / Item ID / Item Desc   | UOM | Minimum Order |      | Maximum / Open |      |
|--------|--|-----|---------------|------|----------------|------|
|        |  |     | Qty           | Amt  | Qty            | Amt  |
| 1      | 85121810 /<br>Drug screening products and services.<br>MMCAP CONTRACT # MMS15006<br>See attached for contract, MPA, and Pricing. | EA  | 0.00          | 0.00 | 0.00           | 0.00 |
|        | Contract Base Pricing  |     | 0.01000       | EA   |                | 0002 |

**COMMENTS:**

MMCAP Contract # MMS15006  
 Contract Term:

February 1, 2015 thru January 31 2017 with three (3) one-year options to renew.

Final = The price is final after adjustments  
 Hard = Apply adjustments regardless of other adjustments  
 Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**



**State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing**

**Awarded Vendors Information**

PAGE 1 OF 6

**Vendor Name:** American Bio Medica

**Vendor ID#:** 0000013289

**Vendor Address:** PO BOX 72

City: COHOES

State: NY

Zip Code: 12047

**Contact Person Name:** Scott Hutton, Ph.D.

**Phone #:** 800-227-1243 x 163

**Title:** VP of Sales and Marketing

**Fax #:**

**Email:** [shutton@abmc.com](mailto:shutton@abmc.com)

**Website:** [www.abmc.com](http://www.abmc.com)

**Authorized Location:**  Locations list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

**Contract ID #:** -4737

**Delivery:**

**Minimum Order:**

**P/Card Accepted:**  Yes

No

**Other:**