

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and TECHNICAL RESOURCE MANAGEMENT, LLC DBA CORDANT HEALTH SOLUTIONS ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Drug Screening Services and Related Supplies, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Drug Screening Services and Related Supplies the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2490 for Drug Screening Services and Related Supplies; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2490 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25120, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser. Purchaser shall pay invoices within 30 days of receipt. Vendor reserves the right to apply a late charge of 1.5% per month (or the maximum amount permissible by applicable law) to payments received more than 30 days after the due date.'

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, reasonable expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its

obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Cordant
5604 Fortune Circle South Drive
Suite N
Indianapolis, IN 46241
ATTN: Hank Hathaway
Email: hhathaway@cordanth.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation, shutdowns for purpose of emergency repairs, road or transportation route shut downs, epidemic, pandemic, industrial, civil, or public disturbances, or any other causes which are not within the reasonable control of the party affected . A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...
Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: April 13, 2025 | 1:29 PM PDT

VENDOR:

Signed by:
Signature: Hank Hathaway
D789A5895A5F47C...
Printed Name: Hank Hathaway

Title: CRO
CORDANT HEALTH SOLUTIONS

Dated: April 11, 2025 | 7:49 PM PDT

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
LABORATORY TESTING SERVICES					
STANDARD DRUG SCREEN PANELS					
Urine - 5 Panel	\$ 5.83	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 6 Panel	\$ 5.93	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 7 Panel	\$ 6.03	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 8 Panel	\$ 6.13	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 9 Panel	\$ 6.23	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 10 Panel	\$ 6.33	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 11 Panel	\$ 6.47	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 12 Panel	\$ 6.57	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 13 Panel	\$ 7.40	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Urine - 14 Panel	\$ 9.13	1	Per Test (EA)	Any standard drug can be included	Please see Note 1 below for list of standard drugs
Saliva/Oral Fluid - 5 Panel	\$ 7.37	1	Per Test (EA)	Any standard drug can be included	Please see Note 2 below for list of standard drugs
Saliva/Oral Fluid - 6 Panel	\$ 7.58	1	Per Test (EA)	Any standard drug can be included	Please see Note 2 below for list of standard drugs
Saliva/Oral Fluid - 7 Panel	\$ 7.71	1	Per Test (EA)	Any standard drug can be included	Please see Note 2 below for list of standard drugs
Saliva/Oral Fluid - 8 Panel	\$ 7.82	1	Per Test (EA)	Any standard drug can be included	Please see Note 2 below for list of standard drugs
Saliva/Oral Fluid - 9 Panel	\$ 7.92	1	Per Test (EA)	Any standard drug can be included	Please see Note 2 below for list of standard drugs
Saliva/Oral Fluid - 10 Panel	\$ 8.02	1	Per Test (EA)	Any standard drug can be included	Please see Note 2 below for list of standard drugs
Saliva/Oral Fluid - 11 Panel	\$ 8.12	1	Per Test (EA)	Any standard drug can be included	Please see Note 2 below for list of standard drugs

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Saliva/Oral Fluid - 12 Panel	\$ 8.75	1	Per Test (EA)	Any standard drug can be included	Please see Note 2 below for list of standard drugs
Hair - 5 Panel	\$ 62.67	1	Per Test (EA)	QNS/Rejected Sample \$19.33	Cocaine, opiates, methamphetamine, phencyclidine, marijuana
Hair - 6 Panel	\$ 63.00	1	Per Test (EA)	QNS/Rejected Sample \$19.33	Cocaine, opiates, methamphetamine, phencyclidine, marijuana, oxycodone/oxymorphone/hydrocodone/hydromorphone
Hair - 7 Panel	\$ 90.00	1	Per Test (EA)	QNS/Rejected Sample \$19.33	Cocaine, opiates, methamphetamine, phencyclidine, marijuana, oxycodone/oxymorphone/hydrocodone/hydromorphone, benzodiazepines
Hair - 8 Panel	\$ 103.33	1	Per Test (EA)	QNS/Rejected Sample \$19.33	Cocaine, opiates, methamphetamine, phencyclidine, marijuana, oxycodone/oxymorphone/hydrocodone/hydromorphone, fentanyl
Hair - 10 Panel	\$ 107.33	1	Per Test (EA)	QNS/Rejected Sample \$19.33	Cocaine, opiates, methamphetamine, phencyclidine, marijuana, oxycodone/oxymorphone/hydrocodone/hydromorphone, benzodiazepines, barbiturates, methadone, propoxyphene
Hair - 13 Panel	\$ 111.33	1	Per Test (EA)	QNS/Rejected Sample \$19.33	Cocaine, opiates, methamphetamine, phencyclidine, marijuana, oxycodone/oxymorphone/hydrocodone/hydromorphone, benzodiazepines, barbiturates, methadone, tramadol, fentanyl, buprenorphine
Hair - 17 Panel	\$ 170.00	1	Per Test (EA)	QNS/Rejected Sample \$19.33	Cocaine, opiates, methamphetamine, phencyclidine, marijuana, oxycodone/oxymorphone/hydrocodone/hydromorphone, benzodiazepines, barbiturates, methadone, tramadol, fentanyl, buprenorphine, propoxyphene, meperidine, ketamine, zolpidem

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Hair 18 Panel	\$ 196.67	1	Per Test (EA)	QNS/Rejected Sample \$19.33	Cocaine, opiates, methamphetamine, phencyclidine, marijuana, oxycodone/oxymorphone/hydrocodone/hydromorphone, benzodiazepines, barbiturates, methadone, tramadol, fentanyl, buprenorphine, propoxyphene, meperidine, ketamine, zolpidem, methcathinone
<p>NOTE 1 - Any of the following drugs can be combined to create the standard urine drug panel screens listed above: Ethanol alcohol, amphetamines/methamphetamines, benzodiazepines, barbiturates, cocaine, ecstasy, EDDP (methadone metabolite), THC, methadone, opiates, oxycodone, PCP, propoxyphene. All standard drug panels automatically include creatinine. Additionally, if THC is tested, the test results will report out the THC Creatinine Ratio at no additional charge. Confirmation of positive screens can be automatic or upon request and is a separate fee (per drug confirmed). Please note that Cordant can also quote screen to confirmation panels at a bundled rate. Such rates depend on the positivity rate of the drugs being tested and will be quoted on a client by client basis. Collection fees are quoted separately in the Fees & Additional Services tab.</p>					
<p>NOTE 2 - Any of the following drugs can be combined to create the standard oral fluid drug panel screens listed above: Ethanol alcohol, amphetamines/methamphetamines, benzodiazepines, buprenorphine, ecstasy, cocaine, THC, methadone, opiates, oxycodone, PCP. Confirmation of positive screens can be automatic or upon request and is a separate fee (per drug confirmed). Please note that Cordant can also quote screen to confirmation panels at a bundled rate. Such rates depend on the positivity rate of the drugs being testing and will be quoted on a client by client basis. Collection fees are quoted separately in the Fees & Additional Services tab. The cost of the collection device may be added to the price of the oral fluid panel rather than purchasing the devices separately.</p>					
ADD-ON URINE SCREENS					Add-On Urine Screen prices apply when the drug is added to a standard drug panel. A new panel will be created to ensure that the add-on price is properly applied.
Add-on: EtG screen	\$ 0.50	1	Per Test (EA)		
Add-on: Buprenorphine screen	\$ 0.50	1	Per Test (EA)		
Add-on: Ecstasy screen	\$ 0.50	1	Per Test (EA)		
Add-on: 6-AM screen (heroin metabolite)	\$ 0.50	1	Per Test (EA)		
Add-on: Carisoprodol screen	\$ 2.00	1	Per Test (EA)		
Add-on: Meperidine screen	\$ 2.00	1	Per Test (EA)		
Add-on: Zolpidem screen	\$ 2.00	1	Per Test (EA)		
Add-on: Tramadol screen	\$ 2.00	1	Per Test (EA)		
Add-on: Fentanyl screen	\$ 2.00	1	Per Test (EA)		

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Add-on: Extended Adulteration Test (pH, Specific Gravity, oxidants)	\$ 2.00	1	Per Test (EA)		
STAND-ALONE URINE SCREENS					Stand alone pricing applies when the drug noted is the only substance tested on the sample.
Stand Alone: EtG screen	\$ 2.25	1	Per Test (EA)		
Stand Alone: Buprenorphine screen	\$ 2.25	1	Per Test (EA)		
Stand Alone: Ecstasy screen	\$ 2.25	1	Per Test (EA)		
Stand Alone: 6-AM screen (heroin metabolite)	\$ 2.25	1	Per Test (EA)		
Stand Alone: Carisoprodol screen	\$ 4.75	1	Per Test (EA)		
Stand Alone: Meperidine screen	\$ 4.75	1	Per Test (EA)		
Stand Alone: Zolpidem screen	\$ 7.25	1	Per Test (EA)		
Stand Alone: Tramadol screen	\$ 4.75	1	Per Test (EA)		
Stand Alone: Fentanyl screen	\$ 4.75	1	Per Test (EA)		
CONFIRMATION OF POSITIVE SCREENS FOR STANDARD DRUGS	\$ 12.50	1	Per Drug		
CONFIRMATION OF POSITIVE URINE SCREENS FOR ADD-ON AND STAND ALONE SUBSTANCES					Confirmation of positive screens can be automatic or upon request and is at a separate fee (per drug confirmed). Cordant can quote screen to confirmation panels at a bundled rate. Such rates depend on the positivity rate of the drugs being tested and will be quoted on a client-by-client basis.
EtG - confirmation of positive screen	\$ 12.50	1	Per Test (EA)		
Buprenorphine - confirmation of positive screen	\$ 12.50	1	Per Test (EA)		
Ecstasy - confirmation of positive screen	\$ 12.50	1	Per Test (EA)		
6-AM - confirmation of positive screen	\$ 12.50	1	Per Test (EA)		

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Carisoprodol - confirmation of positive screen	\$ 14.75	1	Per Test (EA)		
Meperidine - confirmation of positive screen	\$ 14.75	1	Per Test (EA)		
Gabapentin - confirmation of positive screen	\$ 14.75	1	Per Test (EA)		
Zolpidem - confirmation of positive screen	\$ 14.75	1	Per Test (EA)		
Tramadol - confirmation of positive screen	\$ 14.75	1	Per Test (EA)		
Fentanyl - confirmation of positive screen	\$ 14.75	1	Per Test (EA)		
CONFIRMATION OF POSITIVE RAPID READ URINE DEVICE PRODUCTS					The confirmation fees quoted in this section apply when the device is used for the initial screen testing rather than lab-based testing.
Ethanol alcohol - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Amphetamines - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Barbiturates - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Benzodiazepines - confirmation of rapid read device	\$ 14.00	1	Per Test (EA)		
Buprenorphine - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Cocaine - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Ecstasy - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
EtG - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Fentanyl - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Methadone - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Methamphetamine - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Opiates - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Oxycodone - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
PCP - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Propoxyphene - confirmation of positive rapid read device	\$ 20.00	1	Per Test (EA)		
THC - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Tramadol - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
TCAs - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
DIRECT TO CONFIRMATION URINE TESTING					Certain drugs/drug classes are only available in an LC/MS/MS test. Additionally, clients have the option to test most substances using a direct to confirmation test, rather than utilizing an EIA screening method first. If you are interested in a direct to confirmation test that is not included in the list below, please contact your Cordant rep.
Cyclobenzaprine	\$ 25.00	1	Per Test (EA)		
D vs. L Methamphetamine (only performed on confirmed positive methamphetamine samples)	\$ 25.00	1	Per Test (EA)		
Dextromethorphan	\$ 25.00	1	Per Test (EA)		
EtG/EtS	\$ 12.50	1	Per Test (EA)		
Fentanyl	\$ 12.50	1	Per Test (EA)		
Gabapentin	\$ 25.00	1	Per Test (EA)		
Ketamine	\$ 25.00	1	Per Test (EA)		
Kratom	\$ 29.45	1	Per Test (EA)		
Methylphenidate	\$ 25.00	1	Per Test (EA)		
Naloxone	\$ 25.00	1	Per Test (EA)		

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Naltrexone	\$ 25.00	1	Per Test (EA)		
Pregabalin	\$ 25.00	1	Per Test (EA)		
LSD (Foil wrapped and Frozen)	\$ 102.75	1	Per Test (EA)		
Psilocin Mushrooms (Foil wrapped and Frozen)	\$ 99.06	1	Per Test (EA)		
Synthetic Cannabinoids - Spice/K2 your Cordant rep for details on the tested for in this panel)	\$ 25.25	1	Per Test (EA)		
Synthetic Cathinones - Bath Salts (K Cordant rep for details on the anal tested for in this panel)	\$ 29.45	1	Per Test (EA)		
Extended Fentanyl Analogs	\$ 35.00	1	Per Test (EA)		
Xylazine	\$ 35.00	1	Per Test (EA)		
Extended Cannabinoids	\$ 35.00	1	Per Test (EA)		
Zopiclone	\$ 25.00	1	Per Test (EA)		
Tianeptine	\$ 40.00	1	Per Test (EA)		
Tapentadol	\$ 25.00	1	Per Test (EA)		
Cyclobenzaprine	\$ 20.00	1	Per Test (EA)		
Confirmation of positive screens for standard drugs included in the ab fluid panels	\$ 15.00	1	Per Drug		
ADD-ON ORAL FLUID SCREENS					The drugs noted in the Add-On Oral Fluid Screens section be added on to one of the standard oral fluid drug panels the add-on price noted. A new panel will be created for client to ensure that the add-on price is properly applied.
Add-on: Buprenorphine screen	\$ 2.60	1	Per Test (EA)		
Add-on: Ecstasy screen	\$ 2.60	1	Per Test (EA)		
Add-on: Tramadol screen	\$ 4.00	1	Per Test (EA)		
Add-on: Fentanyl screen	\$ 4.00	1	Per Test (EA)		
STAND ALONE ORAL FLUID SCREENS					
Stand alone: Buprenorphine screen	\$ 9.60	1	Per Test (EA)		

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Stand alone: Ecstasy screen	\$ 9.60	1	Per Test (EA)		
Stand alone: Tramadol screen	\$ 11.00	1	Per Test (EA)		
Stand alone: Fentanyl screen	\$ 11.00	1	Per Test (EA)		
CONFIRMATION OF POSITIVE ORAL SCREENS FOR ADD- ON AND STAND ALONE SUBSTANCES					Confirmation of positive screens can be automatic or upon request and is at a separate fee (per drug confirmed). Please note that Cordant can quote screen to confirmation packages at a bundled rate. Such rates depend on the positivity rate of drugs being tested and will be quoted on a client-by-client basis.
Buprenorphine - confirmation of positive screen	\$ 14.00	1	Per Test (EA)		
Ecstasy - confirmation of positive screen	\$ 14.00	1	Per Test (EA)		
Tramadol - confirmation of positive screen	\$ 14.00	1	Per Test (EA)		
Fentanyl - confirmation of positive screen	\$ 14.00	1	Per Test (EA)		
CONFIRMATION OF POSITIVE RAPID DEVICE PRODUCTS					Important note: Oral fluid rapid devices cannot be sent to a laboratory for testing. If a confirmation is required, an oral fluid sample must be collected from the donor using the oral fluid collection device. The oral fluid collection device is purchased separately.
Alcohol - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Amphetamines - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Barbiturates - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Benzodiazepines - confirmation of rapid read device	\$ 14.00	1	Per Test (EA)		
Buprenorphine - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Cocaine - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Ecstasy - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Fentanyl - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Methadone - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Methamphetamine - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Opiates - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Oxycodone - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
PCP - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Propoxyphene - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
THC - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
Tramadol - confirmation of positive rapid read device	\$ 14.00	1	Per Test (EA)		
DIRECT TO CONFIRMATION ORAL FLUID TESTING					Certain drugs/drug classes are only available in an LC/MS/MS test. Additionally, clients have the option to test most substances using a direct to confirmation test, rather than utilizing an EIA screening method first. If you are interested in a direct to confirmation test that is not included in the list below, please contact your Cordant rep.
Barbiturates	\$ 28.00	1	Per Test (EA)		
Propoxyphene	\$ 28.00	1	Per Test (EA)		
Carisoprodol	\$ 28.00	1	Per Test (EA)		
Fentanyl	\$ 14.00	1	Per Test (EA)		
Cotinine	\$ 30.77	1	Per Test (EA)		
Tramadol	\$ 35.38	1	Per Test (EA)		
BLOOD TESTING SERVICES					

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Several blood testing options are available in both whole blood and serum in both screening and confirmation options. Please contact Cordant for pricing options available.	Varies	1	Per Test (EA)		
DOT TESTING					
Urine 5 Panel (DOT) - Must meet DOT testing standards for Marijuana (THC), Cocaine, Amphetamines (including Amphetamine, Methamphetamine, MDMA, and MDA), Opioids (including Codeine, Morphine, 6-AM, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), and Phencyclidine (PCP).	\$ 18.00	1	Per Test (EA)	Without MRO Services	Not including collections. Collection pricing will be determined on a case by case basis.
Urine 5 Panel (DOT) - Must meet DOT testing standards for Marijuana (THC), Cocaine, Amphetamines (including Amphetamine, Methamphetamine, MDMA, and MDA), Opioids (including Codeine, Morphine, 6-AM, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), and Phencyclidine (PCP).	\$ 21.50	1	Per Test (EA)	With MRO Services	Not including collections. Collection pricing will be determined on a case by case basis.

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Saliva/Oral Fluid 5 Panel (DOT) - Must meet DOT testing standards for Marijuana (THC), Cocaine, Amphetamines (including Amphetamine, Methamphetamine, MDMA, and MDA), Opioids (including Codeine, Morphine, 6-AM, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), and Phencyclidine (PCP).	\$ 21.00	1	Per Test (EA)		Not including collections. Collection pricing will be determined on a case by case basis.
Alcohol Saliva/Oral Fluid Testing (DOT)	\$ 18.00	1	Per Test (EA)		Not including collections. Collection pricing will be determined on a case by case basis.
RELATED SUPPLIES					
Oral fluid collection device	\$ 2.50	1	Each	Sold In Boxes Of 25	
Oral Fluid Testing - Alcohol Saliva Strip 0.02 g/dL	\$ 26.00	25	Box (BX)	Item ID: WO-Strip-Alcohol_Saliva2	
Oral Fluid Testing - 14 Panel Oral Fluid Test Device with ALC/FEN/K2 & Saturation Indicator: ALC.02/AMP50/BAR300/BUP10/BZ O50/COC20/FEN10/K2(5)/MET50/MTD75/OPI40/OXY50/PCP10/THC12	\$ 135.00	25	Box (BX)	Item ID: HE-Oral-5144Aipr	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 1 Panel Dip Test: FEN (fentanyl), 200 ng/mL	\$ 14.25	25	Box (BX)	Item ID: HE-Dip-FTNpr	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 1 Panel Dip Test: ETG (Alcohol Metabolite)/300 ng/mL	\$ 26.00	25	Box (BX)	Item ID: HE-Dip-ETG300pr	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 1 Panel Dip Test: COT (Cotinine, Nicotine Metabolite), 200 ng/mL	\$ 8.50	25	Box (BX)	Item ID: HE-Dip-COT	
Urine Testing - 1 Panel Dip Test: BUP (Buprenorphine), 10 ng/mL	\$ 9.00	25	Box (BX)	Item ID: HE-Dip-BUP	

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Urine Testing - 1 Panel Dip Test: mAMP (Methamphetamine), 1000 ng/mL	\$ 9.00	25	Box (BX)	Item ID: HE-Dip-MAMP	
Urine Testing - 1 Panel Dip Test: OXY (Oxycodone), 100 ng/ml	\$ 9.00	25	Box (BX)	Item ID: HE-Dip-OXY	
Urine Testing - MOP Single Test Dip Card 300ng/mL	\$ 10.25	25	Box (BX)	Item ID: WH-Dip-MOP	
Urine Testing - MTD Single Test Dip Card 300ng/mL	\$ 10.25	25	Box (BX)	Item ID: WH-Dip-MTD	
Urine Testing - OXY Single Test Dip Card 100ng/mL	\$ 10.25	25	Box (BX)	Item ID: WH-Dip-OXY	
Urine Testing - 1 Panel Dip Test: K2 (Synthetic Marijuana), 25 ng/mL	\$ 14.25	25	Box (BX)	Item ID: HE-Dip-K2	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 1-Panel Dip GAB2000	\$ 64.75	25	Box (BX)	Item ID: ADV-Dip-GAB2000	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 1 Panel Dip Test: KRA (Kratom), 250 ng/mL	\$ 79.50	25	Box (BX)	Item ID: HE-Dip-KRA	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - hCG Rapid Strip Test, 25mIU/mL	\$ 3.75	25	Box (BX)	Item ID: HE-Strip-HCG	
Urine Testing - 1 Panel Dip Test: XYL (Xylazene), 500 ng/ML	\$ 71.00	25	Box (BX)	Item ID: WH-Strip-XYL	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 5 Panel Clicker Cup Test: AMP1000/COC300/mAMP1000/MOP2000/THC50	\$ 47.25	25	Box (BX)	Item ID: HE-Cup-254pr	
Urine Testing - 5 Panel Dip Test: AMP1000/COC300/mAMP1000/MOP2000/THC50	\$ 29.75	25	Box (BX)	Item ID: HE-Dip-254pr	
Urine Testing - 5 Panel Dip Test: BZO300/COC300/mAMP1000/MOP2000/THC50	\$ 29.75	25	Box (BX)	Item ID: HE-DIP-654pr	

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Urine Testing - 5 Panel Dip Test: AMP1000/COC300/MOP2000/PCP 25/THC50	\$ 30.00	25	Box (BX)	Item ID: HE-Dip-154	
Urine Testing - 6 Panel Dip Test: BZO300/COC300/mAMP1000/MO P2000/OXY100/THC50	\$ 37.00	25	Box (BX)	Item ID: HE-Dip-564pr	
Urine Testing - 6 Panel Dip Test: AMP1000/BZO300/COC300/mAM P1000/MOP2000/THC50	\$ 45.00	25	Box (BX)	Item ID: HE-Dip-264pr	
Urine Testing - 8 Panel Cup Test: AMP1000/COC300/mAMP1000/M DMA500/MOP2000/OXY100/PCP2 5/THC50	\$ 61.00	25	Box (BX)	Item ID: HE-CupB-684pr	
Urine Testing - 8 Panel Clicker Cup Test: AMP1000/BUP10/BZO300/COC30 0/mAMP1000/MOP300/MTD300/ OXY100	\$ 72.25	25	Box (BX)	Item ID: HE-Cup-785pr	
Urine Testing - 9 Panel Dip Test: AMP1000/BAR300/BZO300/COC3 00/mAMP1000/MTD300/MOP200 0/PCP25/THC50	\$ 47.50	25	Box (BX)	Item ID: HE-Dip-194pr	
Urine Testing - 10 Panel Clicker Cup Test: AMP1000/BUP10/BZO300/COC30 0/mAMP1000/MDMA500/MTD30 0/MOP2000/OXY100/ THC50	\$ 68.25	25	Box (BX)	Item ID: HE-Cup-8104pr	

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Urine Testing - 10 Panel Cup Test: AMP1000/mAMP1000/BAR300/B Z O300/COC300/MTD300/MDMA5 00/MOP2000/OXY100/ PCP25	\$ 71.00	25	Box (BX)	Item ID: HE-CupB-6104pr	
Urine Testing - 10 Panel Dip Test: AMP1000/BAR300/BZO300/COC 3 00/mAMP1000/MTD300/MOP200 0/OXY100/PCP25/THC50	\$ 48.75	25	Box (BX)	Item ID: HE-Dip-4104pr	
Urine Testing - 10 Panel Dip Test: AMP1000/BAR300/BUP10/BZO3 00 /COC300/mAMP1000/MOP300/M TD300/OXY100/THC50	\$ 54.50	25	Box (BX)	Item ID: HE-Dip-1105C	
Urine Testing - 11 Panel Cup Test: AMP1000/BAR300/BZO300/CO C3 00/mAMP1000/MDMA500/MTD 3 00/MOP2000/OXY100/ PCP25/THC50	\$ 78.25	25	Box (BX)	Item ID: HE-CupB-6114pr	
Urine Testing - 11 Panel Clicker: AMP1000/BAR300/BUP10/BZO3 00 /COC300/MET1000/MDMA500/M OP300/MTD300/OXY100/PCP25	\$ 91.00	25	Box (BX)	Item ID: HE-Cup-10115	
Urine Testing - 12 Panel Clicker Cup Test: AMP1000/BAR300/BUP10/BZO3 00 /COC300/mAMP1000/MDMA500/ MTD300/MOP2000/ OXY100/PCP25/THC50	\$ 84.75	25	Box (BX)	Item ID: HE-Cup-6124pr	

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Urine Testing - 12 Panel Cup Test with FEN: AMP1000/BAR300/BUP10/BZO300/COC300/FEN300/mAMP1000/MDMA500/MOP300/MTD300/OXY100/THC50	\$ 87.75	25	Box (BX)	Item ID: HE-CupB-5125pr	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 12 Panel Dip Test: AMP1000/BAR300/BUP10/BZO300/COC300/mAMP1000/MDMA500/MOP300/MTD300/OXY100/PCP25/THC50	\$ 54.50	25	Box (BX)	Item ID: HE-Dip-6125pr	
Urine Testing - 12 Panel Cup Test: AMP1000/BAR300/BUP10/BZO300/COC300/mAMP1000/MDMA500/MOP300/MTD300/OXY100/PCP25/THC50	\$ 72.25	25	Box (BX)	Item ID: HE-CupB-6125	
Urine Testing - 12 Panel Clicker Cup Test: AMP1000/BAR300/BUP10/BZO300/COC300/mAMP1000/MDMA500/MOP300/MTD300/OXY100/PCP25/THC50/Adulterants (CR/SG/OX)	\$ 91.00	25	Box (BX)	Item ID: HE-Cup-6125A3pr	
Urine Testing - 12 Panel Clicker Cup Test: AMP1000/BAR300/BUP10/BZO300/COC300/mAMP1000/MDMA500/MOP300/MTD300/OXY100/PCP25/THC50	\$ 84.75	25	Box (BX)	Item ID: HE-Cup-6125pr	
Urine Testing - 12 Panel Tapered Cup Test with ETG: AMP1000/BAR300/BUP10/BZO300/COC300/ETG300/mAMP1000/MDMA500/MTD300/OPI2000/OXY100/THC50	\$ 92.50	25	Box (BX)	Item ID: HE-CupB-22124pr	FORENSIC USE ONLY - Please see FUO note below for details

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Urine Testing - 12 Panel Dip Test with FEN: AMP1000/BAR300/BUP10/BZO300/COC300/FEN300/mAMP1000/MDMA500/MOP300/MTD300/OXY100/THC50	\$ 54.50	25	Box (BX)	Item ID: HE-Dip-5125pr	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 12 Panel Cup Test with ETG & K2: AMP1000/BUP10/BZO300/COC300/ETG300/K2(50)/mAMP1000/MDMA500/MTD300/OPI2000/OXY100/THC50/Adulterants (CR/SG/OX)	\$ 100.75	25	Box (BX)	Item ID: HE-CupB-8124A3pr	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 13 Panel Cup Test with ETG/FEN & K2: AMP1000/BUP10/BZO300/COC300/ETG300/FEN300/K2(50)/mAMP1000/MDMA500/MTD300/OPI2000/OXY100/THC50/Adulterants (CR/SG/OX)	\$ 87.50	25	Box (BX)	Item ID: HE-CupB-8134A3pr	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 14 Panel Clicker Cup Test: AMP1000/BAR300/BUP10/BZO300/COC300/mAMP1000/MDMA500/MOP300/MTD300/OXY100/PCP25/PPX300/TCA1000/THC50 (OX/SG/pH)	\$ 114.25	25	Box (BX)	Item ID: HE-Cup-1145A3	
Urine Testing - 14 Panel Dip Card w/ ETG/FYL- AMP1000/BAR300/BUP10/BZO300/COC300/MET1000/MDMA500/MOP300/MTD300/OXY100/PCP25/THC50/ETG300/FEN10	\$ 87.50	25	Box (BX)	Item ID: HE-DIP-6145E3F1	FORENSIC USE ONLY - Please see FUO note below for details

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Urine Testing - 16 panel Cup Test with ETG/FEN/K2/TRA & Low Cutoff: AMP500/BAR300/BUP10/BZO300/COC150/ETG300/FEN300/K2(50)/mAMP500/MDMA500/MOP300/MTD300/OXY100/PCP25/TRA200/THC50/ Adulterants (OX/SG/pH/NI/GL/CR)	\$ 92.50	25	Box (BX)	Item ID: HE-CupB-6165A6pr	FORENSIC USE ONLY - Please see FUO note below for details
Urine Testing - 16 Panel Clicker Cup Test with ETG/FEN/K2 & TRA: AMP1000/BAR300/BUP10/BZO300/COC300/ETG500/FEN10/K2(50)/mAMP1000/MDMA500/MTD300/OPI2000/OXY100/PCP25/THC50/TRA200	\$ 134.75	25	Box (BX)	Item ID: HE-Cup-6164EF1KT	
Urine Testing - 19 Panel Cup Test: 6MAM10/AMP500/BAR300/BUP5/BZO200/COC150/ETG300/FEN10/K2(25)/KET1000/KRA250/mAMP500/MDMA500/MOR300/MTD300/OXY100/PCP25/THC20/TRA50 (pH/SG/OX)	\$ 105.25	25	Box (BX)	Item ID: HE-CupB-6195SA3	FORENSIC USE ONLY - Please see FUO note below for details
FUO - Forensic Use Only (FUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Examples of appropriate users of these devices include, police departments, probation/parole offices, court systems, prisons, jails, juvenile detention centers, correction centers and other similar law enforcement entities.					
OTHER					
Medical Review Officer (MRO) Services	\$ 4.00	1	Per Test (EA)	Review of all results	This service (and related price) is offered to Members that need an MRO service on all results, regardless of whether the result is positive or negative.

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Medical Review Officer (MRO) Services	\$ 18.00		Per Test (EA)	Review of positive results	This service (and related price) is offered to Members that need an MRO service on only positive test results. In this case, positive test results are released by the MRO and negative test results are released by Cordant.
Technical Expert Testimony (MRO, Toxicology, BAT, Other)	\$ 30.00	1	Per Hour (EA)	Telephonic or video testimony	
Technical Expert Testimony (MRO, Toxicology, BAT, Other)	\$ 800.00	1	Per Day (EA)	In person - First day of testimony requires a minimum of 8 hrs, second day is billed per hour incurred	Plus travel
Litigation Assistance	\$ 75.00	1	Per Package (EA)	Litigation package per hour	
Affidavit of Certifying Scientist	\$ 25.00	1	Per Hour (EA)		
Specimen collection services: Collection performed at Cordant Patient Service Center - normal business hours	Range: Volume 100-500; Price range \$14.50 - \$29 per collection	1	Per collection		The price associated with collection services performed at a Cordant Patient Service Center are determined on a case-by-case basis based on the volume of testing to be performed, the hours of availability required for the site, etc. by the LOC Member. Cordant has provided a price per collection range, rates may vary dependent on volume and may be less or more than the quoted range, depending on volume and the number of staff needed.
Specimen collection services: Collection performed at Cordant Patient Service Center - after hours and weekends	Range: Volume 100-500; Price range \$114.50 - \$129 per collection	1	Per collection		The price associated with collection services performed at a Cordant Patient Service Center are determined on a case-by-case basis based on the volume of testing to be performed, the hours of availability required for the site, etc. by the LOC Member. Cordant has provided a price per collection range, rates may vary dependent on volume and may be less or more than the quoted range, depending on volume and the number of staff needed.

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Specimen collection services: Collection performed by Cordant Laboratory Collection Specialist at Member's Physical Location (hours to be determined on a case-by-case basis)	Range: Volume 100-500; Price range \$11 - \$22 per collection	1	Per collection		The price associated with collection services performed at a Cordant Patient Service Center are determined on a case-by-case basis based on the volume of testing to be performed, the hours of availability required for the site, etc. by the LOC Member. Cordant has provided a price per collection range, rates may vary dependent on volume and may be less or more than the quoted range, depending on volume and the number of staff needed.
Specimen collection services: Collection performed at Third-Party Collection Site - normal business hours	\$20 - \$50	1	Per collection		The price associated with collections performed by a third-party collection site can vary significantly from site to site. As such, Cordant will work directly with the LOC Member and will quote collection fees based on the specific sites to be utilized.
Specimen collection services: Collection performed at Third-Party Collection Site - after hours and weekends	\$ 100.00	1	Per collection		The price associated with collections performed by a third-party collection site can vary significantly from site to site. As such, Cordant will work directly with the LOC Member and will quote collection fees based on the specific sites to be utilized.
Specimen collection services: Collection performed by Mobile Collection Team - normal business hours	\$ 50.00	1	Per collection		The scheduling of collections utilizing a mobile collection team will be determined on a member-by-member basis.
Specimen collection services: Collection performed by Mobile Collection Team - after hours and weekends	\$ 150.00	1	Per collection		The scheduling of collections utilizing a mobile collection team will be determined on a member-by-member basis.
Specimen collection services: Video Observed Oral Fluid Collection - Normal Business Hours	\$ 58.65	1	Per collection		The scheduling of video observed oral fluid collections will be determined on a member-by-member basis. There is a separate charge for the Video Oral Fluid collection kits-see Products tab.

Product Category	Fixed Price	Quantity	Unit of Measure	Additional Details	Additional Notes
Specimen collection services: Video Observed Oral Fluid Collection - After hours and weekends	\$ 150.00	1	Per collection		The scheduling of video observed oral fluid collections will be determined on a member-by-member basis. There is a separate charge for the Video Oral Fluid collection kits-see Products tab.
Cordant Sentry™ - Web-based drug testing management solution - Local Exchange Phone Number	\$ 0.75	1	Per test result		See the complete description of Sentry and the features available in the Technical Proposal.
Data interface between Cordant Systems and Client Systems - Development and completion of actual interface	Varies		Each		Interfaces will be assessed on a case by case basis. If any charges are required, the cost of the interface will be separately negotiated with the client.

Pricing contained in this Attachmen A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



LABORATORY SERVICES AGREEMENT

THIS LABORATORY SERVICE AGREEMENT ("Agreement") is made as of the effective date of _____ upon which it is executed below (the "Effective Date") by and between Technical Resource Management, LLC Management, LLC d/b/a Cordant Health Solutions ("Cordant"), and _____ with its principal location at _____ ("Customer").

RECITALS:

- A. WHEREAS, Cordant has the equipment and personnel necessary to provide to the Customer the requested laboratory services, which for purposes of this Agreement shall consist of toxicology laboratory testing service ("Lab Services"), defined below;
- B. WHEREAS, the Customer, desires to obtain the Lab Services from Cordant for the benefit of Customer's patients in need of such services;
- C. WHEREAS, Cordant desires to provide the Lab Services to Customer; and
- D. WHEREAS, the Parties to this Agreement desire to provide a full statement of their respective covenants, agreements, and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CORDANT.

- A. Lab Services: Cordant agrees to provide Lab Services, consisting of presumptive and confirmatory or definitive testing, under this Agreement for those tests which are ordered by a duly authorized provider and documented. The Lab Services performed under this agreement shall be performed at duly licensed clinical laboratories under applicable federal, state and local law. Documentation of such credentials shall be provided upon written request
- B. Insurance: Cordant shall maintain general and professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate at Cordant's own expense for the entire period in which claims would arise under this Agreement. Cordant shall provide the other with evidence of such insurance upon request.
- C. Testing Orders: No Lab Services shall be rendered by Cordant without a complete and clear order through the agreed-upon requisition form or electronic order methodologies. Pursuant to a valid and clear test order by a provider authorized to order laboratory testing,

Cordant agrees to perform Lab Services for Customer, in accordance with those tests and services specifically and clearly identified on the requisition forms or electronic orders.

- D. Specimen Shipping: Cordant will be responsible for the cost of shipping specimens to Cordant's lab via FedEx or similar common carrier as set forth in Exhibit A.
- E. Reports: Cordant shall provide testing reports diligently and as usual and customary within the industry. Cordant shall make reasonable efforts to transmit test results, on average, within 48 hours of receiving the specimen, via an integrated interface with Customer's EMR system.
- F. Supplies: Cordant will provide such lab testing supplies as are reasonably necessary, essential and exclusively used for the collection, transport, process or storage of specimens being submitted to Cordant.
- G. Consultation: Cordant staff shall be available to provide consultation around reading and interpreting the provided laboratory testing results with Customer by telephone during normal business hours, including discussion of lab procedures and to status updates on test results.

2. **CUSTOMER.**

- A. Specimen Collection: Specimens shall be collected by Customer using the supplies provided by Cordant and pursuant to methodology mutually agreed upon by the Parties, including the terms of any executed Laboratory Collection Agreement or similar agreement relating to specimen collection, the terms of which are to be incorporated by reference herein.
- B. Licensure: Customer represents that it is appropriately licensed and credentialed to order laboratory services reimbursed by the Medicare and Medicaid programs, and that it shall continue to comply with and meet all requirements of the licensing and certification requirements Medicare and Medicaid, and any other applicable federal and state statutes and regulations.
- C. Test Orders: Customer shall ensure that laboratory tests are ordered by providers who are authorized to order such tests under applicable law. All Lab Services marked as Third Party Bill (defined below) must be ordered on an individual patient basis, meet the standards for medical necessity set forth by Medicare, Medicaid, or other applicable payor, and be supported by sufficiently detailed and signed medical records. Customer shall be responsible for maintaining all information necessary to validate the appropriateness of the order, including required ordering provider signatures that may be required by applicable State Medicaid programs, for the length of time required under applicable State Medicaid regulations but in no case less than six (6) years as required by HIPAA. In the event that a State Medicaid agency or other regulatory entity requires such records, Customer agrees provide to Cordant within (30) business days of request.

3. **TERM.**

- A. Initial Term: The term of this Agreement shall commence on Effective Date and shall continue in effect for twelve (12) months, unless earlier terminated pursuant the terms herein this Agreement (“Initial Term”).
- B. Renewal Option: This Agreement shall automatically be extended for one (1) year periods (“Renewal Term”, the Initial Term and any Renewal Terms hereinafter the “Term”) unless notice of non-renewal is provided to Cordant within three (3) months prior to the then expiring term.

4. **TERMINATION.**

- A. Without Cause: This Agreement may be terminated by either party after one (1) year after the Effective Date without cause upon three (3) months advance written notice.
- B. Cause: Notwithstanding the foregoing, this Agreement may be terminated by either party immediately if: 1) either Party hereto is excluded from participation in or debarred from practice before any government sponsored health benefits program, such as Medicare, 2) the license, accreditation, or certification of either Party is suspended or revoked by any State or Commonwealth in which its holds a license, 3) in the event any change in law or regulation or any governmental authority makes a determination that either Party is acting in violation of any law or regulation which materially affects the rights or obligations of the Parties under this Agreement, 4) Cordant can terminate immediately if Cordant determines or believes Customer is out of compliance with any federal or state law, statute, regulation or guidance 5) should Customer default in the performance of any other provisions of this Agreement, and such default is not cured within thirty (30) days following written notice from Cordant specifying such default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Customer is diligently prosecuting such cure to completion), 6) if a petition or filing of a case under the Bankruptcy Code, dissolution of any party or subsidiary thereof responsible for performing Lab Services hereunder shall be filed by or against either Party which is not stayed or terminated within thirty (30) days, or (7) either party makes a good faith determination that the other party has engaged in material non-compliance with applicable state or federal healthcare laws.
- C. Mutual Agreement: This Agreement may be terminated at any time by mutual written agreement of the Parties at any time.
- D. Post-Termination Non-Disparagement: Following such termination, neither party will take any action or make any statement the effect of which is intended to or would reasonably be expected to directly or indirectly impair the goodwill, business reputation, or in any material respect disparage, harass, defame the other party or the other party’s products and Lab Services.

5. **COMPENSATION.**

- A. **Dual-Bill Process:** Customer shall clearly mark on the requisition for each sample whether the sample is to be billed to Customer (“Direct Bill”) or is to be billed to a third-party payor (“Third-Party Bill”). Customer shall also provide Cordant, in writing, with a written description of which categories of patients fall into each billing category to facilitate appropriate billing in the event of an error on the requisition. Customer shall use its best efforts to correctly ascertain insurance information for patients in order to facilitate the appropriate designation for each sample.
- B. **Direct Bill:** For sample with requisitions marked for Direct Bill, Cordant shall invoice Customer pursuant to the pricing set forth in Exhibit A.
- C. **Third-Party Bill:** For samples with requisitions marked for Third-Party Bill, Cordant will bill federal, state, or commercial third party payors for Lab Services under this Agreement as applicable and as indicated by Customer during the ordering process for each test. Customer agrees to provide complete and accurate information needed for such billing, including patient demographic and insurance information. Cordant shall bill patients for applicable co-payments, co-insurance, or cash Lab Services, and shall engage in reasonable efforts to collect patient balances. Customer shall only mark requisitions for third party bill where the ordered testing meets the criteria for medical necessity set forth by the applicable third party payor.
- D. **Billing Prohibition and Indemnification:** Customer agrees that it shall not bill any third-party payors, or accept any payment from any source (including bundled payments) for Third-Party Bill samples. Cordant agrees that it shall not bill any third-party payors, or accept any payment from any source other than Customer, for Direct Bill samples. The parties shall indemnify each other for any costs (including reasonable legal fees) arising directly from a violation of this section.
- E. **Payment Terms:** Customer shall pay Cordant’s invoices within 30 days of receipt. Cordant reserves the right to apply a late charge of 1.5% per month (or the maximum amount permissible by applicable law) to payments received more than 15 days after the due date.

6. **COMPLIANCE WITH LAW.**

- A. Each of the Parties represents and warrants to the other party that it will comply with, and not violate, all applicable federal state laws, rules or regulations (“Applicable Laws”) as they may be amended from time to time. Applicable Laws include, but are not limited to, the Clinical Laboratory Improvement Amendments of 1988 as amended (“CLIA”), Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (“Stark Law”), Medicare/Medicaid Anti-kickback Law, and the regulations promulgated thereunder (“Anti-kickback Statute”), and the data privacy and security requirements of Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (“HIPAA”). This paragraph will survive the

termination or expiration of this Agreement to the extent that the Applicable Laws pertain to ongoing obligations of a Party under this Agreement. The Parties further represent and warrant that, for the duration of this Agreement, they will each have in place compliance programs to ensure compliance with the Applicable Laws.

- B. Automatic Amendment: The Parties agree that at the time this Agreement is executed the subject matter hereof is legal and enforceable. The Parties agree that the terms and conditions of this Agreement shall at all times comply with the Applicable Laws. Accordingly, if either Party, in good faith, determines at any time or is reliably informed by governmental authorities that the Agreement violates or is likely to be determined by a third party to violate the Applicable Laws or any related regulation, guidance, or interpretation, Agreement will be deemed to be automatically modified to comply with such law or regulation. The Parties further agree to meet immediately upon such determination and in good faith to amend this Agreement so as to eliminate such concern or violation and to bring this Agreement into compliance with the foregoing. If the Agreement cannot be brought into compliance with such law or regulation, it shall be terminated.
- C. Privacy: Cordant and Customer understand that at all times the parties hereto shall comply with (a) all applicable rules and regulations, including HIPAA; (b) both Parties hereto shall adhere to the industry's standards of care; (c) Customer warrants that it has in place compliance and quality management programs, general policies and procedures and health information privacy and security policies and agrees that all time during this agreement to abide thereby such policies; and (d) any other applicable federal and state law. The terms of this section are in addition to, and do not supersede, the terms of any Business Associate Agreement executed by the Parties.
- D. Excluded Provider Representations: Cordant warrants to Customer that Cordant, employees or owners have not been debarred, suspended, declared ineligible, or excluded from Medicare/Medicaid or any other governmental healthcare programs. Customer warrants to Cordant that neither it nor any of its officers, directors, employees or owners have been debarred, suspended, declared ineligible, or excluded from Medicare/Medicaid or any other governmental healthcare programs. The Parties mutually agree to notify each other immediately if either Party becomes aware of any threatened, proposed, or actual exclusion from any federally funded health care program, including but not limited to Medicare or Medicaid.

7. **MISCELLANEOUS.**

- A. Governing Law: This Agreement shall be construed, and its validity determined, by the laws of the State of Delaware and any applicable federal law, rules or regulations, without regard to the conflict of law provisions of any jurisdiction
- B. Status as Independent Contractor: None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between the Parties

other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the agent, employer and representative of the other.

- C. Withholding: The Parties hereto understands and agrees that neither Party will withhold on behalf of the other any sums for income taxes, unemployment insurance, social security or other withholding applicable to employees. All such payments, withholdings and benefits, if any, are the sole responsibility of the respective Party.
- D. Confidentiality: All terms of this Agreement information, pricing, or data relating to the business or operations of any Party to this Agreement acquired by either Party hereto in connection with this Agreement shall be treated as confidential by the receiving Party, and shall not, unless otherwise required by law or the requirements of any accrediting agency, be disclosed by the receiving Party without the prior written permission of the Party hereto to whom the information in question relates. This provision shall survive termination of this Agreement.
- E. Counterparts: This Agreement may be executed in counterparts and shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all Parties.
- F. Notices: Except as otherwise provided herein, all notices, requests and demands to or upon a Party hereto shall be in writing and shall be sent by hand delivery, by overnight or by certified mail, return receipt requested, and shall be deemed delivered and notice effective, if delivered by hand or overnight, when received, or, if mailed, five (5) days after deposit in the mail, postage prepaid.
- G. No Waiver: No failure on the part of either Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by either Party shall preclude any other or further exercise thereof. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. No waiver by either Party will be effective unless it is in writing, signed by such Party, and then only to the extent specifically stated.
- H. Warranty: The Parties agree to save, indemnify and hold harmless the other from and against any and all losses, claims, suits, damages, liabilities and expenses of any nature or kind whatsoever arising out of or resulting directly from any negligent or intentional acts or omissions of its agents' or employees' performance or non-performance of their respective obligations under this Agreement. Upon notice, the other Party shall resist and defend at its own expense any such claim/action. In no event shall Cordant be responsible for any punitive damages or any consequential, incidental, indirect, or special damages (including lost profits or revenue) of Customer.

- I. Collateral Agreements; Amendment: This Agreement constitutes the entire agreement between the Parties for the provision of Lab Services by Cordant, and there are no representations, warranties or commitments, except as set forth herein. This Agreement shall supersede all previous oral or written agreements between the Parties covering this or similar subject matter. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.
- J. Severability: If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other governmental body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected.

IN WITNESS WHEREOF, Customer and Cordant have executed this Agreement by their duly authorized representatives to be effective on the Effective Date.

CORDANT:

Technical Resource Management, LLC d/b/a
Cordant Health Solutions

CUSTOMER:

By:

Name:

Title:

Date:

By:

Name:

Title:

Date: