



**STATE OF OKLAHOMA CONTRACT WITH THE INDUSTRIAL LABORATORIES
COMPANY, INC**

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Oklahoma Horse Racing Commission (OHRC) (“State”) and The Industrial Laboratories Company, Inc (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The initial Contract term is one (1) year with the option to renew for four (4) additional years.

Purpose

The State is awarding the Contract to Supplier for the purchase of Equine Drug Testing. The laboratory shall provide documentation that its facility is OSHA, ISO 17025, and RMTTC compliant; and local code compliant, as more particularly described in certain Contract Documents. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Attachment A – Scope of Work #EV00000668;
 - 2.2. Attachment A1 – Non-Negotiable Terms;
 - 2.3. Attachment B – General Terms
 - 2.4. Exhibit A – Live Race Dates;
 - 2.5. Exhibit B – List of Thresholds;
 - 2.6. Exhibit C – Uniform Classification Guidelines;
 - 2.7. General Terms, Attachment B;
 - 2.8. Attachment C – Agency Terms Reserved;
 - 2.9. Attachment D – IT Terms Reserved;
 - 2.10. Attachment E1 - Pricing Sheet.
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential

and are disclosable without further approval of or notice to Supplier.

- 3.2. Notwithstanding anything in the Contract to the contrary, both parties agree that the Supplier's standard operating procedures (SOPs), work instructions, procedures, and/or other laboratory documents utilized in the analytical process related to the performance of the Services, as well as any audit findings and deficiency reports related thereto, ("Know-How") shall be deemed "Trade Secrets" under the Oklahoma Uniform Trade Secrets Act (codified at 78 Okl.St. Ann. § 86(4)) and shall not be disclosed by the State without the prior written consent of Supplier, unless the State reasonably believes it is required to disclose such Know-How under federal or state law, provided that the State first complies with the procedures set forth below in this Section 3.2. The State acknowledges and agrees that the Know-How is not subject to the Open Records Act, as defined in the General Terms attached hereto. If the State receives a subpoena or other governmental order or request to disclose any Know-How of Supplier, whether pursuant to the Open Records Act or otherwise, the State shall promptly notify Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy unless the State is prohibited under federal or state law from so notifying Supplier; provided, however, that before disclosing any Know-How without first notifying Supplier, the State shall engage counsel reasonably qualified to assess whether the State is prohibited under federal or state law from disclosing such subpoena or governmental order to Supplier, which legal assessment the State shall document in a detailed writing. Unless prohibited by federal or state law, the State acknowledges and agrees that Supplier shall have the right to participate in, or assume control of, the response to any such subpoena or order to disclose the Know-How at its sole cost and expense. For the avoidance of doubt, the State acknowledges and agrees that this Section 3.2 shall apply to any Know-How disclosed or made available to the State by Supplier prior to the Effective Date including, but not limited to, pursuant to any Solicitation or request for proposal.
- 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4. The parties recognize that while the State of Oklahoma is executing this Agreement, payment obligations rest solely with the Oklahoma Horse Racing Commission and the Office of Management and Enterprise Services shall not be responsible for such. Please send invoices and billing inquiries to:

Oklahoma Horse Racing Commission,
ATTN: Accounts Payable,
2800 N. Lincoln Blvd Suite
220, Oklahoma City,
Oklahoma 73105

OHRClcensing@ohrc.ok.g
ov

5. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

**STATE OF OKLAHOMA
by and through the OKLAHOMA HORSE
RACING COMMISSION (OHRC):**

By: *Amanda English*
Amanda English (Sep 25, 2025 11:40:30 CDT)

Name: Amanda English

Title: Interim Executive Director

Date: Sep 25, 2025

Agency Counsel

By: *Michael Copeland*
Michael Copeland (Sep 25, 2025 11:15:41 CDT)

Name: Michael Copeland

Title: Executive Director

Date: Sep 25, 2025

**THE INDUSTRIAL
LABORATORIES COMPANY,
INC**

By: *Seth Wong*
Seth Wong (Sep 24, 2025 09:06:32 MDT)

Name: Seth Wong

Title: President

Date: Sep 24, 2025

The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By: *Amanda Otis*
Amanda Otis (Sep 25, 2025 11:52:33 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Sep 25, 2025

Attachment A

Solicitation No. EV00000668

This Solicitation is a Contract Document and is a request for a proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract document.

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of Oklahoma Horse Racing Commission (OHRC) seeking potential Suppliers to provide a contract for the purchase of Equine Drug Testing. The laboratory shall provide documentation that its facility is OSHA, ISO 17025, and RMTC compliant; and local code compliant. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

The Contract is awarded on behalf of Oklahoma Horse Racing Commission for Suppliers to provide a contract for the purchase of Equine Drug Testing. All state agencies and state affiliates may avail themselves of this contract.

1. Contract Term and Renewal Options:

- 1.1. The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Solicitation Criterion:

2.1. The Bid will be evaluated using the best value criterion, based on the following:

- i. Best Value
- ii. Past Performance
- iii. Ability to Supply Products
- iv. Technology Innovation

2.2 Scope and Description:

- i. To enforce the Oklahoma Statue chapter 2 including 204.1 B and 208.11 and the Commission Rules of Racing. OHRC is seeking a primary substance testing laboratory for the purpose of analyzing equine urine, equine blood/plasma/serum,

¹ 74 O.S. 85.5(G)(3)

hair and/or other biological samples taken from horses participating at Commission-licensed race meetings within the State of Oklahoma. Additionally, providing analysis of prohibited substances discovered within the enclosure of Commission-licensed racetracks which may be determined, or which results may aide in the furtherance of an investigation to be in violation of the Rules of Racing or applicable law.

- ii. To be effective and maintain continuity in the detection of prohibited substance use, the substance-testing laboratory must utilize and employ state-of-the-art equipment, technology, research and development, laboratory security, and competent scientific staff. Chemists from a number of racing jurisdictions have determined that specific testing methods such as instrumentation, LC/MS/MS and immunoassay, provide highly sensitive testing techniques for a wide variety of compounds while mass spectrometry provides the best means of unequivocal identification.
- iii. To provide analytic services that meet or exceed industry standards and represents the best value to the OHRC in supporting the enforcement of its Rules of Racing regulations. Evaluations will reconcile the needs of the OHRC, the expectations of the horse racing industry, and available funding.
- iv. To be considered in the bid process thru OMES/CP at the time the bid is submitted, a substance testing laboratory must state its willingness to authorize a quality assurance monitor laboratory, as may be determined by the OHRC, to release quality assurance testing results to the OHRC when requested by the OHRC, and the bidding laboratory must as of the bid date, document specific compliance with the equipment and personnel requirements and ability and willingness to comply with the processes as presented in this solicitation.
- v. The Bid Response shall show the ability of the Bidder to meet or exceed the following Mandatory Specifications: REFER TO EXHIBITS A, B and C.
 1. Documentation attesting to the laboratory's compliance with local codes, OSHA, ISO 17025, and RMTTC must be provided.
 2. The bidding laboratory must, as of the bid date, document specific compliance with the equipment and personnel requirements as well as the ability and willingness to comply with the processes as presented in this solicitation. The substance testing laboratory also stated its willingness to authorize a quality assurance monitor

laboratory, as may be determined by the OHRC, to release quality assurance testing results to the OHRC upon request.

3. If any deficiencies were discovered during the most recent accreditation (or re-accreditation) site visit, the laboratory must report them and show proof that they have been fixed.
4. If the laboratory's accreditation has ever been revoked, suspended, or otherwise sanctioned, it must provide this information. Details on any sanctions and how they were resolved must be provided by the laboratory.
5. In its response, the laboratory must fully explain its internal quality control procedures and confirm that it has a designated, qualified Quality Assurance/Quality Control officer with the necessary authority to address any discovered deficiencies.
6. Regarding testing methods like enzyme immunoassay and/or fluoroimmunoassay for such difficult-to-detect substances as buprenorphine or sufentanil, the bidding laboratory will need to describe equipment in its lab that would be used to detect and confirm such substances in equine urine and/or blood, plasma, or serum samples using these methodologies.
7. Laboratory Personnel Requirements are to provide a detail staff experience in detecting and verifying drugs in equine urine and/or blood samples using the equipment specified in the Laboratory Equipment Requirements.
8. The professionals' resumes are required.
9. Provide job descriptions and an organizational plan for each employee carrying out contracted activities that are pertinent to the OHRC's objectives.
10. For all personnel doing contract services related to the OHRC's samples, provide proof of the training program. A summary of internal proficiency performance, any identified inadequacies, the implementation of corrective action plans (CAPAs), and the results

of CAPAs were all contained in this record, which also described the continuous proficiency testing and performance review process.

11. Give a Key Contact Person's contact details. This person is accessible evenings, weekends, and holidays in addition to regular office hours (8 AM to 5 PM CST). Additionally, an authorized backup contact for the Commission is identified by the laboratory.
12. Describe a succession plan for key laboratory staff.
13. Provide the last six (6) years of historical data.
14. Submit records attesting to proficiency with instrumental testing methods and the capacity to identify the presence of illegal drugs.
15. Provided list of Accreditation and Scope of Accreditation.
16. Provide Reporting and Notification requirements pertaining to Preliminary Testing, Confirmation/Additional Analysis and Reporting Availability.

vi. Pricing shall be proposed as follows:

REFER TO EXHIBIT 2

2.3 Executive Summary and Company Information are in Exhibit-1: Executive Summary and Company Information.

2.4 The response to pricing shall be proposed using Exhibit-2: Price Template.

2.5 Value-added products and/or services within scope of the Acquisition are to be included in Exhibit-1

**ATTACHMENT A1:
STATE OF OKLAHOMA
NON-NEGOTIABLE GENERAL TERMS**

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such a request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Suppliers shall not commence work, commit funds, incur costs, or in any way act to obligate the State until a proper purchase order has been issued.
- 2.2** Any Contract document shall be legibly written in ink or typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract documents

- 3.1** The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.
- 3.3** Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

3.5 To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4 Pricing

4.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

4.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

4.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery

4.4 Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance

4.5 Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and

replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

5 Invoices and Payments

5.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delays of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 30 days but shall not be deemed late until 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

6 Oklahoma Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Customers may be provided with access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

7 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of

interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

8 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

9 Indemnification Coordination of Defense

9.1 In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

10 Termination for Funding Insufficiency

10.1 Notwithstanding anything to the contrary in any Contract document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

10.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the

termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 10.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

11 Suspension of Supplier

- 11.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 11.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 11.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in

addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

13 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

14 Notices

All notices, approvals or requests allowed or required by the terms of any Contract shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notice information may be updated in writing to the other party as necessary.

In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Blvd., Second Floor

15 Miscellaneous

15.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

15.2 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

15.3 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

15.4 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, no

representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

15.5 Severability

If any provision of a Contract document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.6 Section Headings

The headings used in any Contract document are for convenience only and do not constitute terms of the Contract.

15.7 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

15.8 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach

obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

15.9 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its authorized employee, agent, or another representative acting within the scope of their authority violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

15.10 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

OKLAHOMA HORSE RACING COMMISSION

2800 N. Lincoln Boulevard, Suite 101, Oklahoma City, OK 73105

ALLOTTED LIVE RACE DAYS FOR CY 2025

REMINGTON PARK, OKLAHOMA CITY.....117 LIVE PARI-MUTUEL RACE DAYS
Global Gaming RP, LLC d/b/a Remington Park; Matt Vance, Executive Vice President of Racing; One Remington Place, Oklahoma City, OK 73111; (405) 424-1000

QUARTER HORSE, APPALOOSA AND PAINT RACE MEETING [50 Race Days]

March: 6, 7, 8, 9, 13, 14, 15, 16, 20, 21, 22, 23, 27, 28, 29, 30
April: 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 24, 25, 26, 27
May: 1, 2, 3, 4, 8, 9, 10, 11, 15, 16, 17, 18, 22, 23, 24, 25, 29, 30, 31

THOROUGHBRED RACE MEETING [67 Race Days]

August: 15, 16, 22, 23, 28, 29, 30
September: 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28
October: 2, 3, 4, 8, 9, 10, 11, 15, 16, 17, 18, 22, 23, 24, 25, 29, 30, 31
November: 1, 3, 4, 7, 8, 10, 11, 14, 15, 17, 18, 21, 22, 28, 29
December: 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19

WILL ROGERS DOWNS, L.L.C., CLAREMORE.....56 LIVE PARI-MUTUEL RACE DAYS
Cherokee Nation; Mark Enterline, Consulting General Manager, 20900 S. 4200 Road, Claremore, OK 74019; (918) 283-8800

THOROUGHBRED RACE MEETING [28 Race Days]

March: 3, 4, 10, 11, 17, 18, 19, 24, 25, 26, 31
April: 1, 2, 7, 8, 9, 14, 15, 21, 22, 28, 29
May: 3, 5, 6, 12, 13, 14

QUARTER HORSE, PAINT AND APPALOOSA RACE MEETING [28 Race Days]

September: 8, 9, 15, 16, 21, 22, 23, 28, 29, 30
October: 5, 6, 7, 12, 13, 14, 19, 20, 21, 26, 27, 28
November: 2, 3, 4, 9, 10, 11

FAIR MEADOWS AT TULSA.....27 LIVE PARI-MUTUEL RACE DAYS
Tulsa County Public Facilities Authority; Amanda Blair, Chief Operating Officer, 4145 E. 21 Street, Tulsa, OK 74114; (918) 744-1113

THOROUGHBRED, QUARTER HORSE, PAINT AND APPALOOSA RACE MEETING [27 Race Days]

June: 4, 5, 6, 7, 11, 12, 13, 14, 18, 19, 20, 21, 25, 26, 27, 28
July: 2, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19

ALLOTTED TOTAL NUMBER OF CY 2025 LIVE RACE DAYS

Live Race Days except Fair Meets	173
Live Days – Fair Meets	27
Total Live Race Days	200

EXHIBIT B

325:45-1-6.2. Listed thresholds for Quarter Horses, Paints, and Appaloosas

(a) The thresholds listed in this section shall be considered the listed threshold for Permitted Substances or, if specified as such, Naturally Occurring Substances in Quarter Horses, Paints, and Appaloosas.

(b) Non-steroidal anti-inflammatories shall be considered Prohibited Substances except for the Chemicals listed below and their corresponding Analogs and Metabolites in concentrations not exceeding the listed threshold:

- (1) Diclofenac: 5 ng/ml in Biological Samples consisting of Plasma or Serum;
- (2) Firocoxib: 20 ng/ml in Biological Samples consisting of Plasma or Serum;
- (3) Flunixin: 5 ng/ml in Biological Samples consisting of Plasma or Serum;
- (4) Ketoprofen: 2 ng/ml in Biological Samples consisting of Plasma or Serum; or
- (5) Phenylbutazone: .3 mcg/ml in Biological Samples consisting of Plasma or Serum.

(c) Corticosteroids shall be considered Prohibited Substances except for the Chemicals listed below and their corresponding Analogs and Metabolites in concentrations not exceeding the listed threshold:

- (1) Betamethasone: 10 pg/ml in Biological Samples consisting of Plasma or Serum;
- (2) Dexamethasone: 5 pg/ml in Biological samples consisting of Plasma or Serum;
- (3) Isoflupredone: 100 pg/ml in Biological Samples consisting of Plasma or Serum;
- (4) Methylprednisolone: 100 pg/ml in Biological Samples consisting of Plasma or Serum;
- (5) Prednisolone: 1ng/ml in Biological Samples consisting of Plasma or Serum; or
- (6) Triamcinolone Acetonide: 100 pg/ml in Biological Samples consisting of Plasma or Serum.

(d) Other substances shall be considered Prohibited Substances except for the Chemicals listed below and their corresponding Analogs and Metabolites in concentrations not exceeding the listed threshold:

- (1) Acepromazine: 10 ng/ml in Biological Samples consisting of urine;
- (2) Butorphanol: 300 ng/ml of total Butorphanol in Biological Samples consisting of urine or 2 ng/ml of free butorphanol in Biological Samples consisting of Plasma or Serum;
- (3) Cetirizine: 6 ng/ml in Biological Samples consisting of Plasma or Serum;
- (4) Cimetidine: 400 ng/ml in Biological Samples consisting of Plasma or Serum;
- (5) Dantrolene: 100 pg/ml of 5-hydroxydantrolene in Biological Samples consisting of Plasma or Serum;
- (6) Detomidine: 1 ng/ml in Biological Samples consisting of Plasma or Serum;
- (7) Dimethyl Sulfoxide (DMSO): 10 ug/ml in Biological Samples consisting of Plasma or Serum;
- (8) Furosemide: 100 ng/ml in Biological Samples consisting of Plasma or Serum;
- (9) Glycopyrrolate: 3 pg/ml in Biological Samples consisting of Plasma or Serum;
- (10) Guaifenesin: 12 ng/ml in Biological Samples consisting of Plasma or Serum;

(11) Lidocaine: 20 pg/ml of total 3OH-lidocaine in Biological Samples consisting of Plasma or Serum;

(12) Mepivacaine: 10 ng/ml in Biological Samples consisting of urine or at the level of detection in Biological Samples consisting of Plasma or Serum;

(13) Methocarbamol: 1 ng/ml in Biological Samples consisting of Plasma or Serum;

(14) Omeprazole: omeprazole sulfide- 10 ng/ml in Biological Samples consisting of Plasma or Serum;

(15) Procaine Penicillin: 25 ng/ml in Biological Samples consisting of Plasma or Serum;

(16) Ranitidine: 40 ng/ml in Biological Samples consisting of Plasma or Serum; or

(17) Xylazine: 200 pg/ml in Biological Samples consisting of Plasma or Serum.

(e) Androgenic-Anabolic Steroids (AAS) shall be considered Prohibited Substances except for the Chemicals listed below and their corresponding Analogs and Metabolites in concentrations not exceeding the listed threshold:

(1) The Naturally Occurring Substance, boldenone, shall be permitted in concentrations not exceeding:

(A) 25 pg/ml in Biological Samples consisting of Plasma or Serum for all Horses, regardless of sex;

(B) 1 ng/ml in Biological Samples consisting of urine for fillies, mares, or geldings; or

(C) 15 ng/ml in Biological Samples consisting of urine for male Horses other than geldings.

(2) The Naturally Occurring Substance, nandrolone, shall be permitted in concentrations not exceeding:

(A) 25 pg/ml in Biological Samples consisting of Plasma or Serum for fillies, mares, and geldings;

(B) 1 ng/ml in Biological Samples consisting of urine for fillies, mares, or geldings; or

(C) 45 ng/ml in Biological Samples consisting of urine for male Horses other than geldings.

(3) The Naturally Occurring Substance, testosterone, shall be permitted in concentrations not exceeding:

(A) 100 pg/ml in Biological Samples consisting of Plasma or Serum for fillies, mares, and geldings;

(B) 55 ng/ml in Biological Samples consisting of urine for fillies, mares (unless in foal); or

(C) 20 ng/ml in Biological Samples consisting of urine for geldings.

(D) The concentration of testosterone is not regulated or restricted in fillies or mares that are confirmed pregnant on the day of racing or in male Horses other than geldings.

(f) The use of non-steroidal anti-inflammatories and corticosteroids are subject to the additional conditions:

(1) The presence of more than one permitted non-steroidal anti-inflammatories in a Biological

Sample consisting of Plasma or Serum is prohibited; or

(2) The presence of more than one corticosteroids in a Biological Sample consisting of Plasma or Serum is prohibited.

325:45-1-6.1. Listed thresholds for Thoroughbreds

(a) The thresholds listed in this section shall be the considered listed threshold for Permitted Substances or, if specified as such, Naturally Occurring Substances in Thoroughbreds.

(b) Non-steroidal anti-inflammatories shall be considered Prohibited Substances except for the Chemicals listed below and their corresponding Analogs and Metabolites in concentrations not exceeding the listed threshold:

- (1) Diclofenac: 5 ng/ml in Biological Samples consisting of Plasma or Serum;
- (2) Firocoxib: 20 ng/ml in Biological Samples consisting of Plasma or Serum;
- (3) Flunixin: 5 ng/ml in Biological Samples consisting of Plasma or Serum;
- (4) Ketoprofen: 2 ng/ml in Biological Samples consisting of Plasma or Serum; or
- (5) Phenylbutazone: .3 mcg/ml in Biological Samples consisting of Plasma or Serum.

(c) Corticosteroids shall be considered Prohibited Substances except for the Chemicals listed below and their corresponding Analogs and Metabolites in concentrations not exceeding the listed threshold:

- (1) Betamethasone: 10 pg/ml in Biological Samples consisting of Plasma or Serum;
- (2) Dexamethasone: 5 pg/ml in Biological Samples consisting of Plasma or Serum;
- (3) Isoflupredone: 100 pg/ml in Biological Samples consisting of Plasma or Serum;
- (4) Methylprednisolone: 100 pg/ml in Biological Samples consisting of Plasma or Serum;
- (5) Prednisolone: 1ng/ml in Biological Samples consisting of Plasma or Serum; or
- (6) Triamcinolone Acetonide: 100 pg/ml in Biological Samples consisting of Plasma or Serum.

(d) Other substances shall be considered Prohibited Substances except for the Chemicals listed below and their corresponding Analogs and Metabolites in concentrations not exceeding the listed threshold:

- (1) Acepromazine: 10 ng/ml in Biological Samples consisting of urine;
- (2) Albuterol: 1 ng/ml in Biological Samples consisting of urine;
- (3) Butorphanol: 300 ng/ml of total Butorphanol in Biological Samples consisting of urine or 2 ng/ml of free butorphanol in Biological Samples consisting of Plasma or Serum;
- (4) Cetirizine: 6 ng/ml in Biological Samples consisting of Plasma or Serum;
- (5) Cimetidine: 400 ng/ml in Biological Samples consisting of Plasma or Serum;
- (6) Clenbuterol: 140 pg/ml in Biological Samples consisting of urine or at the level of detection in Biological Samples consisting of Plasma or Serum;
- (7) Dantrolene: 100 pg/ml of 5-hydroxydantrolene in Biological Samples consisting of Plasma or

Serum;

(8) Detomidine: 1 ng/ml in Biological Samples consisting of Plasma or Serum;

(9) Dimethyl Sulfoxide (DMSO): 10 ug/ml in Biological Samples consisting of Plasma or Serum;

(10) Furosemide: 100 ng/ml in Biological Samples consisting of Plasma or Serum;

(11) Glycopyrrolate: 3 pg/ml in Biological Samples consisting of Plasma or Serum;

(12) Guaifenesin: 12 ng/ml in Biological Samples consisting of Plasma or Serum;

(13) Lidocaine: 20 pg/ml of total 30H-lidocaine in Biological Samples consisting of Plasma or Serum;

(14) Mepivacaine: 10 ng/ml in Biological Samples consisting of urine or at the level of detection in Biological Samples consisting of Plasma or Serum;

(15) Methocarbamol: 1 ng/ml in Biological Samples consisting of Plasma or Serum;

(16) Omeprazole: omeprazole sulfide- 10 ng/ml in Biological Samples consisting of Plasma or Serum;

(17) Procaine Penicillin: 25 ng/ml in Biological Samples consisting of Plasma or Serum;

(18) Ranitidine: 40 ng/ml in Biological Samples consisting of Plasma or Serum; or

(19) Xylazine: 200 pg/ml in Biological Samples consisting of Plasma or Serum.

(e) Androgenic-Anabolic Steroids (AAS) shall be considered Prohibited Substances except for the Chemicals listed below and their corresponding Analogs and Metabolites in concentrations not exceeding the listed threshold:

(1) The Naturally Occurring Substance, boldenone, shall be permitted in concentrations not exceeding:

(A) 25 pg/ml in Biological Samples consisting of Plasma or Serum for all Horses, regardless of sex;

(B) 1 ng/ml in Biological Samples consisting of urine for fillies, mares, or geldings; or

(C) 15 ng/ml in Biological Samples consisting of urine for male Horses other than geldings.

(2) The Naturally Occurring Substance, nandrolone, shall be permitted in concentrations not exceeding:

(A) 25 pg/ml in Biological Samples consisting of Plasma or Serum for fillies, mares, and geldings;

(B) 1 ng/ml in Biological Samples consisting of urine for fillies, mares, or geldings; or

(C) 45 ng/ml in Biological Samples consisting of urine for male Horses other than geldings.

(3) The Naturally Occurring Substance, testosterone, shall be permitted in concentrations not exceeding:

(A) 100 pg/ml in Biological Samples consisting of Plasma or Serum for fillies, mares, and geldings;

(B) 55 ng/ml in Biological Samples consisting of urine for fillies, mares (unless in foal); or

(C) 20 ng/ml in Biological Samples consisting of urine for geldings.

(D) The concentration of testosterone is not regulated or restricted in fillies or mares that are confirmed pregnant on the day of racing or in male Horses other than geldings.

(f) The use of non-steroidal anti-inflammatories and corticosteroids are subject to the additional conditions:

(1) The presence of more than one permitted non-steroidal anti-inflammatories in a Biological Sample consisting of Plasma or Serum is prohibited; or

(2) The presence of more than one corticosteroid in a Biological Sample consisting of Plasma or Serum is prohibited.

EXHIBIT C



**DRUG TESTING STANDARDS AND
PRACTICES PROGRAM.**

Uniform Classification Guidelines for Foreign Substances And Recommended Penalties Model Rule.

April, 2023 (V.16.0)

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Association of Racing Commissioners International
2365 Harrodsburg Road, Suite B-450, Lexington, Kentucky USA 40504 www.arci.com

Preamble to the Uniform Classification Guidelines of Foreign Substances

The Preamble to the Uniform Classification Guidelines was approved by the RCI Drug Testing and Quality Assurance Program Committee (now the Drug Testing Standards and Practices Program Committee) on August 26, 1991. Minor revisions to the Preamble were made by the Drug Classification subcommittee (now the Veterinary Pharmacologists Subcommittee) on September 3, 1991.

"The Uniform Classification Guidelines printed on the following pages are intended to assist stewards, hearing officers and racing commissioners in evaluating the seriousness of alleged violations of medication and prohibited substance rules in racing jurisdictions. Practicing equine veterinarians, state veterinarians, and equine pharmacologists are available and should be consulted to explain the pharmacological effects of the drugs listed in each class prior to any decisions with respect to penalties to be imposed. The ranking of drugs is based on their pharmacology, their ability to influence the outcome of a race, whether or not they have legitimate therapeutic uses in the racing horse, or other evidence that they may be used improperly. These classes of drugs are intended only as guidelines and should be employed only to assist persons adjudicating facts and opinions in understanding the seriousness of the alleged offenses. The facts of each case are always different and there may be mitigating circumstances which should always be considered. These drug classifications will be reviewed frequently and new drugs will be added when appropriate."

Notes Regarding Classification Guidelines

- Where the use of a drug is specifically permitted by a jurisdiction, then the jurisdiction's rule supersedes these penalty guidelines.
- Regulators should be aware that a laboratory report may identify a drug only by the name of its metabolite. The metabolite might not be listed here, but the parent compound may be.
- These classes of drugs are intended only as guidelines and should be employed only to assist persons adjudicating facts and opinions in understanding the seriousness of the alleged offenses.
- The facts of each case are different and there may be mitigating circumstances that should be considered.
- These drug classifications will be reviewed periodically. New drugs will be added or some drugs may be reclassified when appropriate.
- Racing Commissioners International (RCI) and/or the Racing Medication and Testing Consortium (RMTC) should be consulted for found substances or drugs not included in these guidelines and treated as Class 1 violations warranting a Class A penalty unless otherwise advised.

Classification Criteria

The RCI Drug Classification Scheme is based on 1) pharmacology, 2) drug use patterns, and 3) the appropriateness of a drug for use in the racing horse. Categorization is decided using the following general guidelines:

- **Pharmacology.** Drugs that are known to be potent stimulants or depressants are placed in higher classes, while those that have (or would be expected to have) little effect on the outcome of a race are placed in lower classes.

- **Drug Use Patterns.** Some consideration is given to placement of drugs based on practical experience with their use and the nature of positive tests. For example, procaine positives have in the past been associated primarily with the administration of procaine penicillin, and this has been taken into consideration in the placement of procaine into Class 3 instead of Class 2 with other injectable local anesthetics.
- **Appropriateness of Drug Use.** Drugs that clearly are intended for use in equine therapeutics are placed in lower classes. Drugs that clearly are not intended for use in the horse are placed in higher classes, particularly if they might affect the outcome of a race. Drugs that are recognized as legitimately useful in equine therapeutics but could affect the outcome of a race are placed in the middle or higher classes.

The list includes most drugs that have been reported as detected by racing authority laboratories in the United States, Canada, the United Kingdom and other Association of Official Racing Chemists (AORC) laboratories, but does not include those which would seem to have no effect on the performance of the horse or drug detectability. For example, it does not include antibiotics, sulfonamides, vitamins, anthelmintics, or pangamic acid, all of which have been reported.

The list contains many drugs that have never been reported as detected. Usually, these are representatives of chemical classes that have the potential for producing an effect, and in many cases, for which at least one drug in that chemical class has been reported.

Most drugs have numerous effects, and each was judged on an individual basis. There are instances where there is a rather fine distinction between drugs in one category and those in the next. This is a reflection of a nearly continuous spectrum of effects from the most innocuous drug on the list to the drug that is the most offensive.

Classification Definitions

- **Class 1:** Stimulant and depressant drugs that have the highest potential to affect performance and that have no generally accepted medical use in the racing horse. Many of these agents are Drug Enforcement Agency (DEA) schedule II substances. These include the following drugs and their metabolites: Opiates, opium derivatives, synthetic opioids and psychoactive drugs, amphetamines and amphetamine-like drugs as well as related drugs, including but not limited to apomorphine, nikethamide, mazindol, pemoline, and pentylenetetrazol. Though not used as therapeutic agents, all DEA Schedule 1 agents are included in Class 1 because they are potent stimulant or depressant substances with psychotropic and often habituating actions. This class also includes all erythropoietin stimulating substances and their analogues.
- **Class 2:** Drugs that have a high potential to affect performance, but less of a potential than drugs in Class 1. These drugs are 1) not generally accepted as therapeutic agents in racing horses, or 2) they are therapeutic agents that have a high potential for abuse. Drugs in this class include: psychotropic drugs, certain nervous system and cardiovascular system stimulants, depressants, and neuromuscular blocking agents. Injectable local anesthetics are included in this class because of their high potential for abuse as nerve blocking agents.
- **Class 3:** Drugs that may or may not have generally accepted medical use in the racing horse, but the pharmacology of which suggests less potential to affect performance than drugs in Class 2. Drugs in this class include bronchodilators, anabolic steroids and other drugs with primary effects on the autonomic nervous system, procaine, antihistamines with sedative properties and the high-ceiling diuretics.

- **Class 4:** This class includes therapeutic medications that would be expected to have less potential to affect performance than those in Class 3. Drugs in this class includes less potent diuretics; corticosteroids; antihistamines and skeletal muscle relaxants without prominent central nervous system (CNS) effects; expectorants and mucolytics; hemostatics; cardiac glycosides and anti-arrhythmics; topical anesthetics; antidiarrheals and mild analgesics. This class also includes the non-steroidal anti-inflammatory drugs (NSAIDs), at concentrations greater than established limits.
- **Class 5:** This class includes those therapeutic medications that have very localized actions only, such as anti-ulcer drugs, and certain anti-allergic drugs. The anticoagulant drugs are also included.
- **Prohibited Practices:**
 - A) The possession and/or use of a drug, substance or medication, specified below, on the premises of a facility under the jurisdiction of the regulatory body for which a recognized analytical method has not been developed to detect and confirm the administration of such substance; or the use of which may endanger the health and welfare of the horse or endanger the safety of the rider or driver; or the use of which may adversely affect the integrity of racing:
 - 1) Erythropoietin
 - 2) Darbepoetin
 - 3) Oxyglobin
 - 4) Hemopure
 - B) The possession and/or use of a drug, substance, or medication on the premises of a facility under the jurisdiction of the regulatory body that has not been approved by the United States Food and Drug Administration (FDA) for use in the United States.
 - C) The practice, administration, or application of a treatment, procedure, therapy or method identified below, which is performed on the premises of a facility under jurisdiction of a regulatory body and which may endanger the health and welfare of the horse or endanger the safety of the rider or driver, or the use of which may adversely affect the integrity of racing:

Drug Classification Scheme

- **Class 1:** Opiates, opium derivatives, synthetic opioids, psychoactive drugs, amphetamines, and all DEA Schedule I substances (see <http://www.deadiversion.usdoj.gov/schedules/#list>), and many DEA Schedule II drugs. Also found in this class are drugs that are potent stimulants of the CNS. Drugs in this class have no generally accepted medical use in the racing horse and their pharmacologic potential for altering the performance of a racing horse is very high. This class also includes all erythropoietin stimulating substances and their analogues.
 - **Class 2:** Drugs placed in this category have a high potential for affecting the outcome of a race. Most are not generally accepted as therapeutic agents in the racing horse. Many are products intended to alter consciousness or the psychic state of humans, and have no approved or indicated use in the horse. Some, such as injectable local anesthetics, have legitimate use in equine medicine, but should not be found in a racing horse. The following groups of drugs are placed in this class:
 - A) Opiate partial agonists, or agonist-antagonists.
 - B) Non-opiate psychotropic drugs. These drugs may have stimulant, depressant, analgesic or neuroleptic effects.
 - C) Miscellaneous drugs, which might have a stimulant effect on the CNS.
 - D) Drugs with prominent CNS depressant action.
 - E) Anti-depressant and antipsychotic drugs, with or without prominent CNS stimulatory or depressant effects.
 - F) Muscle blocking drugs - those that have a direct neuromuscular blocking action.
 - G) Local anesthetics that have a reasonable potential for use as nerve-blocking agents (except procaine).
 - H) Snake venoms and other biologic substances that may be used as nerve-blocking agents.
 - **Class 3:** Drugs placed in this class may or may not have an accepted therapeutic use in the horse. Many are drugs that affect the cardiovascular, pulmonary and autonomic nervous systems. They all have the potential of affecting the performance of a racing horse. The following groups of drugs are placed in this class:
 - A) Drugs affecting the autonomic nervous system that do not have prominent CNS effects, but which do have prominent cardiovascular or respiratory system effects. Bronchodilators are included in this class.
 - B) A local anesthetic that has nerve-blocking potential but also has a high potential for producing urine residue levels from a method of use not related to the anesthetic effect of the drug (procaine).
 - C) Miscellaneous drugs with mild sedative action, such as the sleep-inducing antihistamines.
 - D) Primary vasodilating/hypotensive agents.
 - E) Potent diuretics affecting renal function and body fluid composition.
 - F) Anabolic and/or androgenic steroids and other drugs.
-
- **Class 4:** Drugs in this category comprise primarily therapeutic medications routinely used in racehorses. These may influence performance, but generally have a more limited ability to do so. Groups of drugs assigned to this category include the following:

- A) Non-opiate drugs that have a mild central antipyretic effect.
- B) Drugs affecting the autonomic nervous system that do not have prominent CNS, cardiovascular, or respiratory effects:
 - 1) Drugs used solely as topical vasoconstrictors or decongestants.
 - 2) Drugs used as gastrointestinal antispasmodics.
 - 3) Drugs used to void the urinary bladder.
 - 4) Drugs with a major effect on CNS vasculature or smooth muscle of visceral organs.
- C) Antihistamines that do not have a significant CNS depressant effect. This does not include the H2 blocking agents, which are in Class 5.
- D) Mineralocorticoid drugs.
- E) Skeletal muscle relaxants.
- F) Anti-inflammatory drugs. These drugs may reduce pain as a consequence of their anti-inflammatory action.
 - 1) Non-steroidal anti-inflammatory drugs (NSAIDs). (Aspirin-like drugs).
 - 2) Corticosteroids (glucocorticoids).
 - 3) Miscellaneous anti-inflammatory agents. G. Less potent diuretics.
- H. Cardiac glycosides and antiarrhythmic agents.
 - 1. Cardiac glycosides.
 - 2. Antiarrhythmic agents (exclusive of lidocaine, bretylium, and propranolol).
 - 3. Miscellaneous cardiotonic drugs.
- I. Topical Anesthetics - agents not available in injectable formulations.
- J. Antidiarrheal drugs.
- K. Miscellaneous drugs:
 - 1. Expectorants with little or no other pharmacologic action.
 - 2. Stomachics.
 - 3. Mucolytic agents.

- **Class 5:** Drugs in this category are therapeutic medications that have very localized actions only, such as anti-ulcer drugs, and certain antiallergic drugs. The anticoagulant drugs are also included.

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
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Δ-1-androstene-3, 17diol		3	A		
Δ-1-androstene-3, 17dione		3	A		
Δ-1-dihydrotestosterone		3	A		
1-androstenediol (5αandrost-1-ene-3β, 17βdiol)		3	B	Steroid - endogenous weak androgen steroid hormone and intermediate in the biosynthesis of testosterone from dehydroepiandrosterone (DHEA) and of estrone.	Endogenous AAS
1-androstenedione (5αandrost-1-ene-3, 17dione)		3	B	Steroid - endogenous weak androgen steroid hormone and intermediate in the biosynthesis of testosterone from dehydroepiandrosterone (DHEA) and of estrone.	Endogenous AAS
1-testosterone (17βhydroxy-5α-androst-1en-3-one)		3	A	Steroid - chemically related to anabolic steroids.	AAS lacking FDA approval
19-Norandrostenediol		3	B		
19-Norandrostenedione		3	B		
19-noretiocholanolone.		3	B	Nandrolene Link - a metabolite of nandrolone (19-nortestosterone) and bolandione (19norandrostenedione).	Metabolite of a B substance
2-Aminoheptane	<i>Tuamine</i>	4	B		
3-Methoxytyramine	<i>3-MT</i>	2	A		
3,4-methylenedioxypropylamphetamine	<i>MDPV, "bath salts"</i>	1	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
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4-androstene-3,6,17-trione (6-oxo)		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Aromatase inhibitors.	Testolactone has B classification
4-androstenediol (androst-4-ene-3β,17βdiol)		3	B	Testosterone Link - androstenediol that is converted to testosterone.	Metabolized to a B substance
4-Hydroxytestosterone		3	B		
5-androstenedione (androst-5-ene-3,17dione)		3	B	Testosterone Link - prohormone of testosterone.	Metabolized to a B substance
5α-androstane-3α,17αdiol		3	B	Testosterone Link - testosterone metabolite.	Metabolite of a B substance
5α-androstane-3α,17βdiol		3	B	Testosterone Link - testosterone metabolite.	Metabolite of a B substance
5α-androstane-3β,17αdiol		3	B	Testosterone Link - testosterone metabolite.	Metabolite of a B substance
5α-androstane-3β,17βdiol		3	B	Testosterone Link - testosterone metabolite.	Metabolite of a B substance
5β-androstane-3α,17βdiol, androst-4-ene-3α,17α-diol		3	B	Testosterone Link - androstenediol that is converted to testosterone.	Metabolized to a B substance
7-keto-dhea;19-		3	B	DHEA Link - a steroid produced by metabolism of the prohormone dehydroepiandrosterone (DHEA).	Metabolite of a B substance
7α-hydroxy-dhea		3	B	DHEA Link - naturally occurring steroid and a major metabolite of dehydroepiandrosterone (DHEA).	Metabolite of a B substance
7β-hydroxy-dhea		3	B	DHEA Link - naturally occurring steroid and a major metabolite of dehydroepiandrosterone (DHEA).	Metabolite of a B substance
a-Cobratoxin		1	A		
Acebutolol	<i>Sectral</i>	3	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Accecarbromal		2	A		
Acenocoumarol		5	C		
Acepromazine	<i>Atrovet, Notensil, PromAce®</i>	3	B		
Acetaminophen (Paracetamol)	<i>Tylenol, Tempra, etc.</i>	4	C		
Acetanilid		4	B		
Acetazolamide	<i>Diamox, Vetamox</i>	4	C		
Acetophenazine	<i>Tindal</i>	2	A		
Acetophenetidin (Phenacetin)		4	B		
Acetylcysteine		4	C		
Acetylsalicylic acid (Aspirin)		4	C		
Activators of the AMPactivated protein kinase (AMPK) - E.g., AICAR, and Peroxisome Proliferator Activated Receptor δ (pparδ) agonists (e.g., GW 1516).	<i>AICAR</i>	2	A	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines.	PPARs are experimental drugs without FDA approval
Adinazolam		2	A		
Adrenochrome monosemicarbazone salicylate		4	B		
Albuterol (Salbutamol)	<i>Proventil, Ventolin</i>	3	B	NOTE: "A" penalty for quarter horse races.	
Alclofenac		2	B		
Alclometasone	<i>Aclovate</i>	4	C		
Alcuronium	<i>Alloferin</i>	2	A		

Aldosterone	<i>Aldocortin, Electro cortin</i>	4	B		
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Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Alfentanil	<i>Alfenta</i>	1	A		
Almotriptan	<i>Axert</i>	3	A		
Alphaprodine	<i>Nisentil</i>	2	A		
Alpha-pyrrolidinovalerophenone (also known as Alpha PVP)		1	A	Known as bath salts in humans	
Alpidem	<i>Anaxyl</i>	2	A		
Alprazolam	<i>Xanax</i>	2	A		
Alprenolol		2	A		
Althesin	<i>Saffan</i>	2	A		
Altrenogest	<i>Regumate</i>	4	C	*Classification for geldings, colts, adult intact males, spayed females only.	
Ambenonium	<i>Mytelase, Myeuran</i>	3	B		
Ambroxol	<i>Ambril, etc.</i>	4	B		
Amcinonide	<i>Cyclocort</i>	4	C		
Amiloride	<i>Moduretic; Midamor</i>	4	B		
Aminocaproic acid	<i>Amicar, Caprocid</i>	4	C		
Aminoglutethimide		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines.	Testolactone has B classification
Aminophylline	<i>Aminophyllin, etc.</i>	3	B		
Aminopyrine		4	B		
Aminorex	<i>Aminoxafen, Aminoxaphen, Apiquel, McN-742, Menocil</i>	1	A		

Amiodarone		4	B		
Amisometradine	<i>Rolictron</i>	4	B		
Amisulpride	<i>Solian</i>	2	A		
Amitraz	<i>Mitaban</i>	3	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Amitriptyline	<i>Elavil, Amitril, Endep</i>	2	A		
Amlodipine	<i>Ammivin, Norvasc</i>	3	B		
Amobarbital	<i>Amytal</i>	2	A		
Amoxapine	<i>Asendin</i>	2	A		
Amperozide		2	A		
Amphetamine		1	A		
Amrinone		4	B		
Amyl nitrite		2	A		
Anastrozole		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Aromatase inhibitors.	Testolactone has B classification
Andarine		2	A		SARM
Androst-4-ene-3α,17βdiol		3	B	Testosterone Link - an androstenediol that is converted to testosterone.	Metabolized to a B substance
Androst-4-ene-3β,17αdiol		3	B	Testosterone Link - an androstenediol that is converted to testosterone.	Metabolized to a B substance
Androst-5-ene-3α,17αdiol		3	B	Testosterone Link - androstenediol that is converted to testosterone.	Metabolized to a B substance

<i>Androst-5-ene-3α,17βdiol</i>		3	B	Testosterone Link - prohormone of testosterone.	Metabolized to a B substance
<i>Androst-5-ene-3β,17αdiol</i>		3	B	Testosterone Link - prohormone of testosterone.	Metabolized to a B substance
<i>Androsta-1,4,6-triene-3,17-dione (androstatrienedione)</i>		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Aromatase inhibitors.	Testolactone has B classification

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Androstenediol (androst-5-ene-3β,17βdiol)		3	B	Steroid: weak androgen and estrogen steroid hormone and intermediate in the biosynthesis of testosterone from dehydropiandrosterone (DHEA)	Metabolite of a B substance
Androstenedione (androst-4-ene-3,17dione)		3	B	Steroid: endogenous weak androgen steroid hormone and intermediate in the biosynthesis of testosterone from dehydroepiandrosterone (DHEA) and of estrone.	Endogenous AAS
<i>Androsterone (3βhydroxy-5α-androstan-17-one)</i>		3	B	Testosterone Link - a metabolite of testosterone and dihydrotestosterone (DHT).	Metabolite of a B substance
Anileridine	<i>Leritine</i>	1	A		
Anilopam	<i>Anisine</i>	2	A		
Anisindione		5	D		
Anisotropine	<i>Valpin</i>	4	B		
Antipyrine		4	B		
Apazone (Azapropazone)	<i>Rheumox</i>	4	B		

Apomorphine		1	A		
Aprindine		4	B		
Aprobarbital	<i>Alurate</i>	2	A		
ARA-290		1	A	Erythropoietin Link - a nonerythropoietic peptide engineered from erythropoietin.	Blood doping agent
Arecoline		3	A		
Arformoterol		3	B		
Aripiprazole	<i>Abilify</i>	2	A		
Arsenic		3	B	Arsenic is present in pressure-treated lumber designated for non-residential use. Cribbing or wood chewing may result in exposure sufficient to result in concentrations in excess of the screening limit. Findings for arsenic warrant investigation into the route of exposure with mitigation to 3/C recommended when there is compelling evidence for environmental exposure rather than deliberate administration.	

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
<i>Aromatase inhibitors listed:</i>					
Articaine	<i>Septocaine; Ultracaine,</i>	2	B		

<i>Asialo EPO</i>		1	A	Erythropoietin Link - desialylated form of human glycoprotein hormone erythropoietin (EPO), which has been reported to be neuro-, cardio-, and renoprotective in animal models of organ injuries.	Blood doping agent
Atenolol	<i>Tenormin</i>	3	B		
Atipamazole		2	B		
Atomoxetine	<i>Strattera</i>	2	A		
Atracurium	<i>Tracrium</i>	2	A		
Atropine		3	B		
Azacylonol	<i>Frenque</i>	2	A		
Azaperone	<i>Stresnil, Suicalm, Fentaz (with Fentanyl)</i>	2	A		
Baclofen	<i>Lioresal</i>	4	B		
Barbital	<i>Veronal</i>	2	A		
Barbiturates		2	A		
Beclomethasone	<i>Propaderm</i>	4	C		
Bemegride	<i>Megimide, Mikedimide</i>	2	A		
Benazepril	<i>Lotrel, Lotensin</i>	3	A		
Bendroflumethiazide	<i>Naturetin</i>	4	B		
Benoxaprofen		2	B		
Benoxinate	<i>Dorsacaine</i>	4	C		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Benperidol	<i>Anquil</i>	2	A		

Benzazepam	<i>Tiadipona</i>	2	A		
Benzactizine	<i>Deprol, Bronchodiletten</i>	2	A		
Benzocaine		4	B		
Benzoctamine		2	A		
Benzodiazepines		2	A		
Benzonatate	<i>Tessalon, Tessalon Perles, Zonatuss</i>	2	A		
Benzphetamine	<i>Didrex</i>	2	A		
Benzthiazide		4	B		
Benztropine	<i>Cogentin</i>	2	A		
Benzylpiperazine (BZP)		1	A		
Bepriidil	<i>Bepadin</i>	4	B		
Betamethasone	<i>Betasone, etc.</i>	4	C		
Betaxolol	<i>Kerlone</i>	3	B		
Bethanechol	<i>Urecholine, Duvoid</i>	4	C		
Bethanidine	<i>Esbatal</i>	3	A		
Biperiden	<i>Akineton</i>	3	A		
Biriperone		2	A		
Bisoprolol	<i>Zebeta, Bisobloc, etc.</i>	3	B		
Bisphosphonates (any)		3	A		
Bitolterol	<i>Effectin</i>	3	A		

Bolandiol (estr-4-ene3β, 17β-diol)		3	A	Steroid	AAS lacking FDA approval
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Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Bolasterone		3	A		
Boldenone	<i>Equipoise</i>	3	B		
Boldione		3	A		
Botulinum toxin		2	A		
Bretylium	<i>Bretylol</i>	3	B		
Brimonidine	<i>Alphagan</i>	2	A		
Bromazepam	<i>Lexotan, Lectopam</i>	2	A		
Bromfenac	<i>Duract</i>	3	A		
Bromhexine	<i>Oletor, etc.</i>	4	B		
Bromisovalum	<i>Diffucord, etc.</i>	2	A		
Bromocriptine	<i>Parlodel</i>	2	A		
Bromodiphenhydramine		3	B		
Bromperidol	<i>Bromidol</i>	2	A		
Brompheniramine	<i>Dimetane, Disomer</i>	3	B		
Brotizolam	<i>Brotocol</i>	2	A		
Budesonide	<i>Pulmacort, Rhinocort</i>	4	C		
Bufotenine		1	A		Penalty recommendation for when detected in urine. No threshold has been adopted if found in blood. Further investigation is necessary.
Bufexamac		3	A		

Bumetanide	<i>Bumex</i>	3	B		
Bupivacaine	<i>Marcaine</i>	2	A		
Buprenorphine	<i>Temgesic</i>	2	A		
Bupropion	<i>Wellbutrin</i>	2	A		
Buspirone	<i>Buspar</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Butabarbital (Secbutobarbitone)	<i>Butacaps, Butasol, etc.</i>	2	A		
Butacaine	<i>Butyn</i>	2	A		
Butalbital (Talbutal)	<i>Fiorinal</i>	2	A		
Butamben (butyl aminobenzoate)	<i>Butesin</i>	4	C		
Butanilicaine	<i>Hostacain</i>	2	A		
Butaperazine	<i>Repoise</i>	2	A		
Butoctamide	<i>Listomin</i>	2	A		
Butorphanol	<i>Stadol, Torbugesic</i>	3	B		
Butoxycaine	<i>Stadacain</i>	4	B		
Caffeine		2	B		
Calusterone	<i>Methosorb</i>	3	A		
Camazepam	<i>Paxor</i>	2	A		
Camphor		4	C		
Candesartan	<i>Atcand</i>	3	B		
Cannabidiol (CBD)¹	Anti-epileptic, analgesic	2	B		

Canrenone		4	C	Metabololite of a C substance - steroidal antimineralocorticoid, active metabolite of spironolactone (a diuretic).	
Capsaicin		2	B		
Captodiamine	<i>Covatine</i>	2	A		
Captopril	<i>Capoten</i>	3	B		
Carazolol	<i>Carbacel, Conducton</i>	3	A		
Carbachol	<i>Lentin, Doryl</i>	3	B		
Carbamezapine	<i>Tegretol</i>	3	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Carbamylated EPO		1	A	Erythropoietin Link - may be a beneficial tissueprotective cytokine.	Blood doping agent
Carbazochrome		4	B		
Carbidopa + levodopa	<i>Sinemet</i>	2	A		
Carbinoxamine	<i>Clistin</i>	3	B		
Carbromol	<i>Mifudorm</i>	2	A		
Cardarine (GW-501516)		2	A	No legit use in the racehorse. Lacks FDA approval	
Carfentanil		1	A		
Carisoprodol	<i>Rela, Soma</i>	2	B		
Carphenazine	<i>Proketazine</i>	2	A		
Carpipramine	<i>Prazinil</i>	2	A		
Carprofen	<i>Rimadyl</i>	4	B		
Carteolol	<i>Cartrol</i>	3	B		
Carticaine (see articaine)	<i>Septocaine; Ultracaine, etc.</i>	2	B		

Carvedilol	<i>Coreg</i>	3	B		
Cathinone	<i>khat, kat, qat, quat, chat, catha, Abyssinian tea, African tea</i>	1	A		
Celecoxib	<i>Celebrex</i>	3	B		
Cetirizine	<i>Zyrtec</i>	4	C		
Chloral betaine	<i>Beta-Chlor</i>	2	A		
Chloral hydrate	<i>Nactec, Oridrate, etc.</i>	2	A		
Chloraldehyde (chloral)		2	A		
Chloralose (AlphaChloralose)		2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Chlordiazepoxide	<i>Librium</i>	2	A		
Chlorhexidol		2	A		
Chlormerodrin	<i>Neohydrin</i>	4	B		
Chlormezanone	<i>Trancopal</i>	2	A		
Chloroform		2	A		
Chlorophenesin	<i>Maolate</i>	4	C		
Chloroprocaine	<i>Nesacaine</i>	2	A		
Chloroquine	<i>Avloclor</i>	4	C		
Chlorothiazide	<i>Diuril</i>	4	B		
Chlorpheniramine	<i>Chlortrimeton, etc.</i>	4	B		
Chlorproethazine	<i>Newiplege</i>	2	A		

Chlorpromazine	<i>Thorazine, Largactil</i>	1	A		
Chlorprothixene	<i>Taractan</i>	2	A		
Chlorthalidone	<i>Hydroton</i>	4	B		
Chlorzoxazone	<i>Paraflex</i>	4	B		
Chorionic Gonadotropin (CG)		3	B	Hormone and behavioral effects - a water soluble glycoprotein derived from human pregnancy urine. Used for behavior modification in colts / horses. There should be no restriction/regulation in fillies and mares.	
Ciclesonide		4	C		
Cilostazol	<i>Pletal</i>	4	B		
Cimeterol		3	A		
Cimetidine	<i>Tagamet</i>	5	D		
Cinchocaine	<i>Nupercaine</i>	2	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Citalopram	<i>Celex</i>	2	A		
Clanobutin		4	B		
Clemastine	<i>Tavist</i>	3	B		
Clenbuterol	<i>Ventipulmin</i>	3	B	NOTE: "A" penalty for quarter horse races.	
Clibucaine	<i>Batrax</i>	2	A		
Clidinium	<i>Quarezan, Clindex, etc.</i>	3	B		
Clobazam	<i>Urbanyl</i>	2	A		
Clobetasol	<i>Temovate</i>	4	C		

Clocapramine		2	A		
Clocortolone	<i>Cloderm</i>	4	C		
Clodronate	<i>OsPhos</i>	3	A	Bisphosphonate	
Clofenamide		4	B		
Clomethiazole (Chlormethiazole)		2	A		
Clomiphene		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Estrogen modulator.	Testolactone has B classification
Clomipramine	<i>Anafranil</i>	2	A		
Clonazepam	<i>Klonopin</i>	2	A		
Clonidine	<i>Catapres</i>	3	B		
Clorazepate	<i>Tranxene</i>	2	A		
Clormecaine	<i>Placacid</i>	2	A		
Clostebol		3	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Clothiapine	<i>Entermin</i>	2	A		
Clotiazepam	<i>Trecalmo, Rize</i>	2	A		
Cloxazolam	<i>Enadel, Sepazon, Toleston</i>	2	A		
Clozapine	<i>Clozaril, Leponex</i>	2	A		

CNTO 530		1	A	Erythropoietin Link - a biopharmaceutical consisting of a novel peptide that mimics the actions of erythropoietin, CNTO 530 produced sustained increases in red blood cell parameters.	Blood doping agent
Cobalt (check note)		3	B1	For cobalt concentrations of less than 25 parts per billion (ppb) of blood serum or plasma no penalty is recommended. For concentrations of 25 ppb or greater but less than 50 ppb of blood plasma or serum the recommended penalty is a written warning, the placement of the horse on the Veterinarians List with removal from list only after a blood test confirms that the concentration is below 25 ppb of blood plasma or serum. Testing shall be paid by the owner(s) of the horse. Concentrations of 50 ppb or greater in blood plasma or serum have a recommended "B" penalty.	
Cocaine		1	A3	If it is determined by the State Veterinarian/Equine Medical Director; the Stewards, or the Racing Authority that the finding of cocaine or morphine was unintentional and not based upon an attempt to affect the outcome of a race, the Stewards or Racing Authority may elect to assign a Class B penalty to the trainer.	
Codeine		1	A		
Colchicine		4	B		
Conorphone		2	A		
Corticaine	<i>Ultracain</i>	2	A		
Corticotrophind		3	B	Peptide hormone involved in the stress response.	
Cortisone	<i>Cortone, etc.</i>	4	C		
Cromolyn	<i>Intel</i>	5	D		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Crotetamide		2	A		
Cyamemazine	<i>Tercian</i>	2	A		
Cyclandelate	<i>Cyclospasmol</i>	3	A		

Cyclizine	<i>Merazine</i>	3	B		
Cyclobarbital	<i>Phanodorm</i>	2	A		
Cyclobenzaprine	<i>Flexeril</i>	4	B		
Cyclofenil		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - selective estrogen receptor modulator (SERM).	Testolactone has B classification
Cyclomethycaine	<i>Surfacaine</i>	4	C		
Cyclothiazide	<i>Anhydron, Renazide</i>	4	B		
Cycrimine	<i>Pagitane</i>	3	B		
Cyproheptadine	<i>Periactin</i>	3	B		
Danazol	<i>Danocrine</i>	3	B		
Dantrolene	<i>Dantrium</i>	4	C		
Darbepoetin	<i>Aranesp</i>	1	A		
Darbepoetin (depo)		1	A	Erythropoietin Link - Bone marrow stimulant (Erythropoiesisstimulating agents are medications which stimulates the bone marrow to make red blood cells).	Blood doping agent
Decamethonium	<i>Syncurine</i>	2	A		
Dehydrochloromethyltestosterone		3	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Dembroxol (Dembrexine)	<i>Sputolysin</i>	4	C		
Demoxepam		2	A		

Deoxycorticosterone	<i>Percortin, DOCA, Descotone, Dorcostrin</i>	4	C		
Deracoxib	<i>Deremaxx</i>	3	B		
Dermorphin		1	A		
Desipramine	<i>Norpromine, Pertofrane</i>	2	A		
Desonide	<i>Des Owen</i>	4	C		
Desoximetasone	<i>Topicort</i>	4	C		
Desoxymethyltestosterone		3	A		
Detomidine	<i>Dormosedan</i>	3	B		
Dexamethasone	<i>Azium, etc.</i>	4	C		
Dextromethorphan		4	B		
Dextromoramide	<i>Palfium, Narcolo</i>	1	A		
Dextropropoxyphene	<i>Darvon</i>	3	B		
Dezocine	<i>Dalgan</i>	2	A		
Diamorphine		1	A		
Diazepam	<i>Valium</i>	2	B		
Diazoxide	<i>Proglycem</i>	3	B		
Dibucaine	<i>Nupercainal, Cinchocaine</i>	2	B		
Dichloralphenazone	<i>Febenol, Isocom</i>	2	A		
Dichlorphenamide	<i>Daramide</i>	4	C		
Diclofenac	<i>Voltaren, Voltarol</i>	4	C		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
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Dicumarol	<i>Dicumarol</i>	5	D		
Diethylpropion	<i>Tepanil, etc.</i>	2	A		
Diethylthiambutene	<i>Themalon</i>	2	A		
Diflorasone	<i>Florone, Maxiflor</i>	4	C		
Diflucortolone	<i>Flu-Cortinest, etc.</i>	4	C		
Diflunisal		3	B		
Digitoxin	<i>Crystodigin</i>	4	B		
Digoxin	<i>Lanoxin</i>	4	B		
Diisopropylamine		2	B	Consistent with nitroglycerine	
Dihydrocodeine	<i>Parcodin</i>	2	A		
Dihydroergotamine		4	B		
Dihydrotestosterone (17β-hydroxy-5αandrostane-3-one)		3	B	Steroid - endogenous androgen sex steroid and hormone.	Endogenous AAS
Dilorazepam	<i>Briantum</i>	2	A		
Diltiazem	<i>Cardizem</i>	4	B		
Dimeflin		3	A		
Dimethisoquin	<i>Quotane</i>	4	B		
Dimethylsulfoxide (DMSO)	<i>Domoso</i>	4	C		
Diphenadione		5	C		
Diphenhydramine	<i>Benadryl</i>	3	B		
Diphenoxylate	<i>Difenoxin, Lomotil</i>	4	B		
Diprenorphine	<i>M50/50</i>	2	A		

Dipyridamole	<i>Persantine</i>	3	B		
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Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Dipyron	<i>Novin, Methampyrone</i>	4	C		
Disopyramide	<i>Norpace</i>	4	B		
Divalproex	<i>Depakote</i>	3	A		
Dixyrazine	<i>Esucos</i>	2	A		
Dobutamine	<i>Dobutrex</i>	3	B		
Donepezil	<i>Aricept</i>	1	A		
Dopamine	<i>Intropin</i>	2	A		
Doxacurium	<i>Nuromax</i>	2	A		
Doxapram	<i>Dopram</i>	2	A		
Doxazosin		3	A		
Doxefazepam	<i>Doxans</i>	2	A		
Doxepin	<i>Adapin, Sinequan</i>	2	A		
Doxylamine	<i>Decapryn</i>	3	B		
Dromostanolone	<i>Drolban</i>	3	B		
Droperidol	<i>Inapsine, Droleptan, Innovar-Vet (with Fentanyl)</i>	2	A		
Drostanolone		3	A	Steroid	AAS lacking FDA approval
Duloxetine		2	A		
Dyclonine	<i>Dyclone</i>	4	C		

Dyphylline		3	B		
Edrophonium	<i>Tensilon</i>	3	B		
Eletripan	<i>Relpax</i>	3	A		
Eltenac		4	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Enalapril (metabolite enalaprilat)	<i>Vasotec</i>	3	A		
Enciprazine		2	A		
Endorphins		1	A		
Enkephalins		1	A		
Ephedrine		2	A		
Epi-dihydrotestosterone		3	B	Testosterone Link - androgenic metabolite of testosterone.	Metabolite of a B substance
Epibatidine		2	A		
Epinephrine		2	A		
Epitestosterone		3	B	Testosterone Link - endogenous steroid and an epimer of the androgen sex hormone testosterone.	Endogenous, stereoisomer of a B substance.
EPO-Fc		1	A	Erythropoietin Link - fusion protein in human blood.	Blood doping agent
<i>EPO-mimetic peptides (EMP):</i>		1	A		
Ergoloid mesylates (dihydroergocornine mesylate, dihydroergocristine mesylate, and dihydroergocryptine mesylate)		2	A		

Ergonovine	<i>Ergotrate</i>	4	C		
Ergotamine	<i>Gynergen, Cafegot, etc.</i>	4	B		
Erthrityl tetranitrate	<i>Cardilate</i>	3	A		
Erythropoietin (EPO)	<i>Epogen, Procrit, etc.</i>	1	A		
Esmolol	<i>Brevibloc</i>	3	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Esomeprazole	<i>Nexium</i>	5	D		
Estazolam	<i>Domnamid, Eurodin, Nuctalon</i>	2	A		
Eszopiclone		2	A		
Etacrynic acid		3	C		
Etamiphylline		3	B		
Etanercept	<i>Enbrel</i>	4	B		
Ethacrynic acid	<i>Edecrin</i>	3	B		
Ethamivan		2	A		
Ethanol		2	A		
Ethchlorvynol	<i>Placidyl</i>	2	A		
Ethinamate	<i>Valmid</i>	2	A		
Ethoheptazine	<i>Zactane</i>	2	A		
Ethopropazine	<i>Parsidol</i>	2	A		
Ethosuximide	<i>Zarontin</i>	3	A		
Ethotoin	<i>Peganone</i>	4	B		

Ethoxzolamide	<i>Cardrase, Ethamide</i>	4	C		
Ethylaminobenzoate (Benzocaine)	<i>Semets, etc.</i>	4	C		
Ethylestrenol	<i>Maxibolin, Organon</i>	3	B		
Ethylisobutrazine	<i>Diquel</i>	2	A		
Ethylmorphine	<i>Dionin</i>	1	A		
Ethylnorepinephrine	<i>Bronkephrine</i>	3	A		
Ethylphenidate		1	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Etidocaine	<i>Duranest</i>	2	A		
Etifoxin	<i>Stresam</i>	2	A		
Etiocholanolone		3	B	Testosterone Link - etiocholane steroid as well as an endogenous 17-ketosteroid that is produced from the metabolism of testosterone.	Metabolite of a B substance
Etizolam	<i>Depas, Pasaden</i>	2	A		
Ethamsylate		4	B		
Etodolac	<i>Lodine</i>	3	B		
Etodroxizine	<i>Indunox</i>	2	A		
Etofenamate		4	B	Consistent with other non-FDA approved NSAIDs	
Etomidate		2	A		
Etorphine HCl	<i>M99</i>	1	A		

Exemestane	Aromatase inhibitors	3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Aromatase inhibitors.	Testolactone has B classification
Famotidine	<i>Gaster, etc.</i>	5	D		
Felbamate	<i>Felbatol</i>	3	B		
Felodipine	<i>Plendil</i>	4	B		
Fenarbamate	<i>Tymium</i>	2	A		
Fenbufen	<i>Cincopal</i>	3	B		
Fenclozic acid	<i>Myalex</i>	2	B		
Fenfluramine	<i>Pondimin</i>	2	A		
Fenoldopam	<i>Corlopam</i>	3	B		
Fenpropfen	<i>Nalfon</i>	3	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Fenoterol	<i>Berotec</i>	3	B		
Fenspiride	<i>Respiride, Respan, etc</i>	3	B		
Fentanyl	<i>Sublimaze</i>	1	A		
Fentiazac		3	B		
Fexofenadine	<i>Allegra</i>	4	C		

Fibroblast Growth Factors (fgfs), Hepatocyte Growth Factor (HGF), Insulin-like Growth Factor-1 (IGF-1) and its analogues, Mechano Growth Factors (mgfs), Platelet-Derived Growth Factor (PDGF), Vascular-Endothelial Growth Factor (VEGF) and any other growth factor affecting muscle, tendon or ligament protein synthesis/degradation, vascularization, energy utilization, regenerative capacity or fiber type switching.		3	A	Cardiac, Muscle effects - a family of peptide cytokines that are important in the regulation of many tissues.	Lack FDA approval; no legitimate use in race horse.
Firocoxib		4	C		
Flecainide	<i>Idalon</i>	4	B		
Floctafenine	<i>Idalon, Idarac</i>	4	B		
Fluanisone	<i>Sedalande</i>	2	A		
Fludiazepam	<i>Erispam</i>	2	A		
Fludrocortisone	<i>Alforone, etc.</i>	4	C		
Flufenamic acid		4	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Flumethasone	<i>Flucort, etc.</i>	4	C		
Flumethiazide	<i>Ademol</i>	4	B		

Flunarizine	<i>Sibelium</i>	4	B		
Flunisolide	<i>Bronilide, etc.</i>	4	C		
Flunitrazepam	<i>Rohypnol, Narcozep, Darkene, Hypnodorm</i>	2	A		
Flunixin	<i>Banamine</i>	4	C*		
Fluocinolone	<i>Synalar</i>	4	C		
Fluocinonide	<i>Licon, Lidex</i>	4	C		
Fluopromazine	<i>Psyquil, Siquil</i>	2	A		
Fluoresone	<i>Caducid</i>	2	A		
Fluorometholone	<i>FML</i>	4	C		
Fluoroprednisolone		4	B		
Fluoxetine	<i>Prozac</i>	2	A		
Fluoxymesterone	<i>Halotestin</i>	3	B		
Flupenthixol	<i>Depixol, Fluanxol</i>	2	A		
Fluphenazine	<i>Prolixin, Permitil, Anatensol, etc.</i>	2	B		
Flupirtine	<i>Katadolone</i>	3	A		
Fluprednisolone	<i>Alphadrol</i>	4	C		
Flurandrenolide	<i>Cordran</i>	4	C		
Flurazepam	<i>Dalmane</i>	2	A		
Flurbiprofen	<i>Froben</i>	3	B		
Fluspirilene	<i>Imap, Redeptin</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Fluticasone	<i>Flixonase, Flutide</i>	4	C		
Flutoprazepam	<i>Restas</i>	2	A		
Fluvoxamine	<i>Dumirox, Faverin, etc.</i>	2	A		
Formebolone		3	A		
Formestane	Aromatase inhibitors	3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Aromatase inhibitors.	Testolactone has B classification
Formoterol	<i>Altram</i>	3	B		
Fosinopril	<i>Monopril</i>	3	A		
Fosphenytoin	<i>Cerebyx</i>	3	B		
Fulvestrant		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Estrogen receptor antagonist antineoplastic agent.	Testolactone has B classification
Furazabol		3	A		
Furosemide	<i>Lasix</i>	N/A			
Gabapentin	<i>Neurontin</i>	3	B		
Galantamine	<i>Reminyl</i>	2	A		
Gallamine	<i>Flaxedil</i>	2	A		
Gamma Aminobutyric Acid (GABA)	<i>Carolina Gold</i>	3	B		
Gepirone		2	A		
Gestrinone		3	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
<i>GH-Releasing Peptides (ghrps), e.g., alexamorelin, GHRP-6, hexarelin and pralmorelin (GHRP-2)</i>		3	A	Anabolic Effects - a synthetic GH secretagogue.	Anabolic agent lacking FDA approval
Glutethimide	<i>Doriden</i>	2	A		
Glycopyrrolate	<i>Robinul</i>	4	C		
<i>Growth Hormone Releasing Hormone (GHRH) and its analogues, e.g., CJC-1295, sermorelin and tesamorelin</i>		3	A	Anabolic Effects - peptide analogue of growth hormone-releasing hormone which is used as a diagnostic agent to assess growth hormone secretion for the purpose of diagnosing growth hormone deficiency.	Anabolic agent lacking FDA approval
<i>Growth Hormone Secretagogues (GHS), e.g., ghrelin and ghrelin mimetics, e.g., anamorelin and ipamorelin</i>		3	A	Anabolic Effects - hunger hormone, appetiteenhancing and anabolic effects.	Anabolic agent lacking FDA approval
Guaifenesin (glycerol guaiacolate)	<i>Gecolate</i>	4	C		
Guanabenz	<i>Wytensin</i>	3	B		
Guanadrel	<i>Hylorel</i>	3	A		
Guanethidine	<i>Ismelin</i>	3	A		
Halazepam	<i>Paxipam</i>	2	A		
Halcinonide	<i>Halog</i>	4	C		
Halobetasol	<i>Ultravate</i>	4	C		

Haloperidol	<i>Haldol</i>	2	A		
Haloxazolam	<i>Somelin</i>	2	A		
Harpagoside		4	B	Devil's Claw Plant	

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Hemoglobin glutamers	<i>Oxyglobin Hemopure</i>	2	A		
Heptaminol	<i>Corofundol</i>	3	B		
Heroin		1	A		
Hexafluorenum	<i>Myalexen</i>	2	A		
Hexobarbital	<i>Evipal</i>	2	A		
Hexocyclium	<i>Tral</i>	4	B		
Hexylcaine	<i>Cyclaine</i>	2	B		
HIF activators (e.g. Argon, xenon)		3	A	Cardiovascular Effects - a key mediator of oxygen homeostasis that was first identified as a transcription factor that is induced and activated by decreased oxygen tension.	Blood doping agent
Higenamine		3	B		
Homatropine	<i>Homapin</i>	3	B		
Homophenazine	<i>Pelvichthol</i>	2	A		
Hydralazine	<i>Apresoline</i>	3	B		
Hydrochlorthiazide	<i>Hydrodiuril</i>	4	B		
Hydrocodone (dihydrocodienone)	<i>Hycodan</i>	1	A		

Hydrocortisone (Cortisol)	<i>Cortef, etc.</i>	4	C		
Hydroflumethiazide	<i>Saluron</i>	4	B		
Hydromorphone	<i>Dilaudid</i>	1	A		
Hydroxyamphetamine	<i>Paradrine</i>	1	A		
Hydroxyzine	<i>Atarax</i>	2	B		
Hypoxia-inducible factor (HIF) activators		1	A	Blood doping agent	
Hypoxia-inducible factor (HIF) stabilizers (e.g. IOX-2)		1	A	Blood doping agent	
Ibomal	<i>Noctal</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Ibuprofen	<i>Motrin, Advil, Nurpin, etc.</i>	4	C		
Ibutilide	<i>Corvert</i>	3	B		
Iloprost	<i>Ventavis</i>	3	A		
Imipramine	<i>Imavate, Presamine, Tofranil</i>	2	A		
Indapamide	Diuretic	3	C		
Indomethacin	<i>Indocin</i>	3	B		
Infliximab	<i>Remicade</i>	4	B		
Insulins		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - protein hormone that is used as a medication to treat high blood sugar.	
Ipratropium		3	B		
Irbesarten	<i>Avapro</i>	3	A		
Isapirone		2	A		
Isocarboxazid	<i>Marplan</i>	2	A		

Isoetharine	<i>Bronkosol</i>	3	B		
Isoflupredone	<i>Predef 2x</i>	4	C		
Isomethadone		2	A		
Isometheptene	<i>Octin, Octon</i>	4	B		
Isopropamide	<i>Darbid</i>	4	B		
Isoproterenol	<i>Isoprel</i>	2	A		
Isosorbide dinitrate	<i>Isordil</i>	3	B		
Isoxicam	<i>Maxicam</i>	2	B		
Isoxsuprine	<i>Vasodilan</i>	4	C		
Isradipine	<i>DynaCirc</i>	4	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Kebuzone		3	B		
Ketamine	<i>Ketalar, Ketaset, Vetalar</i>	2	B		
Ketazolam	<i>Anxon, Laftram, Solatran, Loftran</i>	2	A		
Ketoprofen	<i>Orudis</i>	4	C*		
Ketorolac	<i>Toradol</i>	3	A		
Labetalol	<i>Normodyne</i>	3	B		
Lamotrigine	<i>Lamictal</i>	3	A		
Lansoprazole		5	D		
Lenperone	<i>Elanone-V</i>	2	A		
Letosteine	<i>Viscotiol, Visiotal</i>	4	B		

Letrozole		3	A		
Levamisole		2	B		
Levobunolol	<i>Betagan</i>	3	B		
Levomethorphan		2	A		
Levorphanol	<i>Levo-Dremoran</i>	1	A		
Lidocaine	<i>Xylocaine</i>	2	B		
Ligandrol		2	A		SARM
Lisinopril	<i>Prinivil, Zestril</i>	3	A		
Lithium	<i>Lithizine, Duralith, etc.</i>	2	A		
Lobeline		2	A		
Lofentanil		1	A		
Loflazepate, Ethyl	<i>Victan</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Loperamide	<i>Imodium</i>	3	B		
Loprazolam	<i>Dormonort, Havlane</i>	2	A		
Loratidine	<i>Claritin</i>	4	C		
Lorazepam	<i>Ativan</i>	2	A		
Lormetazepam	<i>Noctamid</i>	2	A		
Losartan	<i>Hyzaar</i>	3	B		
Loxapine	<i>Laxitane</i>	2	A		
Lubabegron		2	A		

Luteinizing Hormone (LH)		3	B	Hormone and behavioral effects - a hormone produced by gonadotropic cells in the anterior pituitary gland. In females, an acute rise of LH triggers ovulation and development of the corpus luteum. Used for behavior modification in colts / horses. There should be no restriction/regulation in fillies and mares.	
Mabuterol		3	A		
Maprotiline	<i>Ludiomil</i>	2	A		
Mazindol	<i>Sanorex</i>	1	A		
Mebutamate	<i>Axiten, Dormate, Capla</i>	2	A		
Mecamylamine	<i>Inversine</i>	3	B		
Meclizine	<i>Antivert, Bonine</i>	3	B		
Meclofenamic acid	<i>Arquel</i>	4	C		
Meclofenoxate	<i>Lucidril, etc.</i>	2	A		
Medazepam	<i>Nobrium, etc.</i>	2	A		
Medetomidine	<i>Damintor</i>	3	B		
Medroxyprogesterone		3	B	Classification for all genders	
Medrysone	<i>Medriusar, etc.</i>	4	C		
Mefenamic acid	<i>Ponstel</i>	3	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Meldonium	<i>Mildronate, et al</i>	1	A		
Meloxicam	<i>Mobic</i>	4	B		
Melperone	<i>Eunerpan</i>	2	A		
Memantine	<i>Namenda</i>	2	A		
Meparfynol	<i>Oblivon</i>	2	A		
Mepazine	<i>Pacatal</i>	2	A		

Mepenzolate	<i>Cantil</i>	3	B		
Meperidine	<i>Demerol</i>	1	A		
Mephesisin	<i>Tolserol</i>	4	B		
Mephenoqualone	<i>Control, etc.</i>	2	A		
Mephentermine	<i>Wyamine</i>	1	A		
Mephentoin	<i>Mesantoin</i>	2	A		
Mephobarbital (Methylphenobarbital)	<i>Mebaral</i>	2	A		
Mepivacaine	<i>Carbocaine</i>	2	B		
Meprobamate	<i>Equanil, Miltown</i>	2	A		
Meralluride	<i>Mercurhydrin</i>	4	B		
Merbaphen	<i>Novasural</i>	4	B		
Mercaptomerin	<i>Thiomerin</i>	4	B		
Mercumatilin	<i>Cumertilin</i>	4	B		
Mersalyl	<i>Salyrgan</i>	4	B		
Mesalamine	<i>Asacol</i>	5	C		
Mesoridazine	<i>Serentil</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Mestanolone		3	A		
Mesterolone		3	A		
Metaclazepam	<i>Talis</i>	2	A		
Metandienone		3	A	Steroid	AAS lacking FDA approval

Metaproterenol	<i>Alupent, Metaprel</i>	3	B		
Metaraminol	<i>Aramine</i>	1	A		
Metaxalone	<i>Skelaxin</i>	4	B		
Metazocine		2	A		
Metenolone		3	A	Steroid	AAS lacking FDA approval
Metformin		2	B		
Methacholine		3	A		
Methadone	<i>Dolophine</i>	1	A		
Methamphetamine	<i>Desoxyn</i>	1	A4	Recommended Penalty B if testing can prove presence of only levo-methamphetamine is present in sample.	
Methandriol (Methylandrostenediol)	<i>Proboldic</i>	3	A		
Methandrostenolone	<i>Dianobal</i>	3	A		
Methantheline	<i>Banthine</i>	3	B		
Methapyrilene	<i>Histadyl, etc.</i>	3	B		
Methaqualone	<i>Quaalude</i>	1	A		
Metharbital	<i>Gemonil</i>	2	A		
Methasterone		3	A		
Methazolamide	<i>Naptazane</i>	4	C		
Methcathinone		1	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Methdilazine	<i>Tacaryl</i>	3	B		
Methenolone	<i>Primobolan</i>	3	A		

Methixene	<i>Trest</i>	3	A		
Methocarbamol	<i>Robaxin</i>	4	C		
Methohexital	<i>Brevital</i>	2	A		
Methotrexate	<i>Folex, Nexate, etc.</i>	4	B		
Methotrimeprazine	<i>Levoprome, Neurocil, etc.</i>	2	A		
Methoxamine	<i>Vasoxyl</i>	3	A		
Methoxyphenamine	<i>Orthoxide</i>	3	A		
<i>Methoxypolyethylene glycol-epoetin beta (CERA)</i>		1	A	Erythropoietin Link - an erythropoiesis-stimulating agent (ESA) indicated for the treatment of anemia associated with chronic kidney disease (CKD in adult patients on dialysis and patients not on dialysis.	Blood doping agent
Methscopolamine	<i>Pamine</i>	4	B		
Methsuximide	<i>Celontin</i>	4	B		
Methyclothiazide	<i>Enduron</i>	4	B		
Methyl-1-testosterone		3	A		
Methylatropine		3	B		
Methyldienolone		3	A		
Methyldopa	<i>Aldomet</i>	3	A		
Methylergonovine	<i>Methergine</i>	4	C		
Methylhexanamine (Methylhexanamine)	<i>Geranamine</i>	1	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Methylnortestosterone (Trestolone)		3	A		
Methylphenidate	<i>Ritalin</i>	1	A		
Methylprednisolone	<i>Medrol</i>	4	C		
Methyltestosterone	<i>Metandren</i>	3	B		
Methypylon	<i>Noludar</i>	2	A		
Methysergide	<i>Sansert</i>	4	B		
Metiamide		4	B		
Metoclopramide	<i>Reglan</i>	4	C		
Metocurine	<i>Metubine</i>	2	A		
Metolazone		3	B		
Metomidate	<i>Hypnodil</i>	2	A		
Metopon (methyldihydromorphinone)		1	A		
Metoprolol	<i>Lopressor</i>	3	B		
Metribolone		3	A	Steroid	AAS lacking FDA approval
Mexazolam	<i>Melex</i>	2	A		
Mexiletine	<i>Mexitil</i>	4	B		
Mibefradil	<i>Posicor</i>	3	B		
Mibolerone		3	B		

Midazolam	<i>Versed</i>	3	B		
Midodrine	<i>Pro-Amiline</i>	3	B		
Milrinone		4	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Minoxidil	<i>Loniten</i>	3	B		
Mirtazepine	<i>Remeron</i>	2	A		
Misoprostol	<i>Cytotec</i>	5	D		
Mitragynine	<i>Kratom</i>	1	A		
Mivacurium	<i>Mivacron</i>	2	A		
Modafinil	<i>Provigil</i>	2	A		
Moexipril (metabolite, moexiprilat)	<i>Uniretic</i>	3	B		
Mofebutazone		4	B		
Molidustat		1	A	Blood doping agent	
Molindone	<i>Moban</i>	2	A		
Mometasone	<i>Elocon</i>	4	C		
Montelukast	<i>Singulair</i>	4	C		
Moperone	<i>Luvatren</i>	2	A		
Morphine		1	A6		If it is determined by the State Veterinarian/Equine Medical Director; the Stewards, or the Racing Authority that the finding of cocaine or morphine was unintentional and not based upon an attempt to affect the outcome of a race, the Stewards or Racing Authority may elect to assign a Class B penalty to the trainer.
Mosaprimine		2	A		
Muscarine		3	A		

myo-inositol trispyrophosphate (ITPP)		1	A		
N-Butylscopolamine		4	C		
Nabumetone	<i>Anthraxan, Relafen, Reliflex</i>	3	A		
Nadolol	<i>Corgard</i>	3	B		
Naepaine	<i>Amylsine</i>	2	A		
Nalbuphine	<i>Nubain</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Nalorphine	<i>Nalline, Lethidrone</i>	2	A		
Naloxone	<i>Narcan</i>	3	B		
Naltrexone	<i>Revia</i>	3	B		
Nandrolone	<i>Nandrolin, Laurabolin, Durabolin</i>	3	B		
Naphazoline	<i>Privine</i>	4	B		
Naproxen	<i>Equiproxen, Naprosyn</i>	4	C		
Naratriptan	<i>Amerge</i>	3	B		
Nebivolol		3	A		
Nedocromil	<i>Tilade</i>	5	D		
Nefazodone	<i>Serzone</i>	2	A		
Nefopam		3	A		
Neostigmine	<i>Prostigmine</i>	3	B		
Nicardipine	<i>Cardine</i>	4	B		

Nifedipine	<i>Procardia</i>	4	B		
Niflumic acid	<i>Nifluril</i>	3	B		
Nikethamide	<i>Coramine</i>	1	A		
Nimesulide		3	B		
Nimetazepam	<i>Erimin</i>	2	A		
Nimodipine	<i>Nemotop</i>	4	B		
Nitrazepam	<i>Mogadon</i>	2	A		
Nitroglycerin		2	B		
Nizatidine	<i>Axid</i>	5	D		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
<i>Norandrosterone</i>		3	B	Nandrolone Link - a detectable metabolite of nandrolone, an anabolic-androgenic steroid.	Metabolite of a B substance
Norbolethone/Norboletone		3	A		
Norclostebol		3	A		
Nordiazepam	<i>Calmday, Nordaz, etc.</i>	2	A		
Norethisterone (norethindrone)		4	B all genders	No known use in the horse	
Norepinephrine		2	A		
Norethandrolone		3	A		
Nortestosterone		3	B		
Nortriptyline	<i>Aventyl, Pamelor</i>	2	A		

Nylidrine	<i>Arlidin</i>	3	A		
Olanzapine	<i>Zyprexa</i>	2	A		
Oliceridine		1	A	FDA approved opioid for humans	
Olmесartan	<i>Benicar</i>	3	A		
Olsalazine	<i>Dipentum</i>	5	C		
Omeprazole	<i>Prilosec, Losec</i>	5	D		
Oripavine		2	A		
Orphenadrine	<i>Norflex</i>	4	B		
Ostarine		2	A		SARM
Oxabolone		3	A		
Oxandrolone	<i>Anavar</i>	3	B		
Oxaprozin	<i>Daypro, Deflam</i>	4	B		
Oxazepam	<i>Serax</i>	2	A		
Oxazolam	<i>Serenal</i>	2	A		
Oxcarbazepine	<i>Trileptal</i>	3	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Oxilofrine (hydroxyephedrine)		2	A		
Oxprenolol	<i>Trasicor</i>	3	A		
Oxycodone	<i>Percodan</i>	1	A		
Oxymesterone		3	A		
Oxymetazoline	<i>Afrin</i>	4	B		

Oxymetholone	<i>Adroyd, Anadrol</i>	3	B		
Oxymorphone	<i>Numorphan</i>	1	A		
Oxyperitine	<i>Forit, Integrin</i>	2	A		
Oxyphenbutazone	<i>Tandearil</i>	4	C		
Oxyphencyclimine	<i>Daricon</i>	4	B		
Oxyphenonium	<i>Antrenyl</i>	4	B		
Paliperidone		2	A		
Pancuronium	<i>Pavulon</i>	2	A		
Pantoprazole	<i>Protonix</i>	5	D		
Papaverine	<i>Pavagen, etc.</i>	3	A		
Parecoxib		4	B		
Paraldehyde	<i>Paral</i>	2	A		
Paramethadione	<i>Paradione</i>	3	A		
Paramethasone	<i>Haldrone</i>	4	C		
Pargyline	<i>Eutonyl</i>	3	A		
Paroxetine	<i>Paxil, Seroxat</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Peginesatide		1	A	Erythropoietin Link - an erythropoiesis-stimulating agent (ESA) indicated for the treatment of anemia due to chronic kidney disease (CKD) in adult patients on dialysis.	Blood doping agent

Pemoline	<i>Cylert</i>	1	A		
Penbutolol	<i>Levatol</i>	3	B		
Penfluridol	<i>Cyperon</i>	2	A		
Pentaerythritol tetranitrate	<i>Duotrate</i>	3	A		
Pentazocine	<i>Talwin</i>	3	B		
Pentobarbital	<i>Nembutal</i>	2	A		
Pentoxyfylline	<i>Trental, Vazofirin</i>	4	D		
Pentylene-tetrazol	<i>Metrazol, Nioric</i>	1	A		
Perazine	<i>Taxilan</i>	2	A		
Perfluorocarbons		2	A		
Perfluorodecahydronopthalene		2	A		
Perfluorodecolin		2	A		
Perfluorooctylbromide		2	A		
Perfluorotripropylamine		2	A		
Pergolide	<i>Permax</i>	3	B		
Periciazine	<i>Alodept, etc.</i>	2	A		
Perindopril	<i>Biprel</i>	3	A		
Perlazine	<i>Hypnodin</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Perphenazine	<i>Trilafon</i>	2	A		
Phenacemide	<i>Phenurone</i>	4	B		

Phenaglycodol	<i>Acalo, Alcamid, etc.</i>	2	A		
Phenazocine	<i>Narphen</i>	1	A		
Phencyclidine (PCP)	<i>Sernylan</i>	1	A		
Phendimetrazine	<i>Bontril, etc.</i>	1	A		
Phenelzine	<i>Nardelzine, Nardil</i>	2	A		
Phenindione	<i>Hedulin</i>	5	D		
Phenmetrazine	<i>Preludin</i>	1	A		
Phenobarbital	<i>Luminal</i>	2	A		
Phenoxybenzamine	<i>Dibenzyline</i>	3	B		
Phenprocoumon	<i>Liquamar</i>	5	D		
Phensuximide	<i>Milontin</i>	4	B		
Phentermine	<i>Iomamin</i>	2	A		
Phentolamine	<i>Regitine</i>	3	B		
Phenylbutazone	<i>Butazolidin</i>	4	C*		
Phenylephrine	<i>Isophrin, Neo-Synephrine</i>	3	B		
Phenylpropanolamine	<i>Propadrine</i>	3	B		
Phenytoin	<i>Dilantin</i>	4	B		
Physostigmine	<i>Eserine</i>	3	A		

Picrotoxin		1	A		
Piminodine	<i>Alvodine, Cimadon</i>	2	A		
Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Pimobendan		2	B		
Pimozide	<i>Orap</i>	2	A		
Pinazepam	<i>Domar</i>	2	A		
Pindolol	<i>Viskin</i>	3	B		
Pipamperone	<i>Dipiperon</i>	2	A		
Pipecuronium	<i>Arduan</i>	2	A		
Pipequaline		2	A		
Piperacetazine	<i>Psymod, Quide</i>	2	A		
Piperocaine	<i>Metycaine</i>	2	A		
Pipotiazine	<i>Lonseren, Piportil</i>	2	A		
Pipradrol	<i>Dataril, Gerondyl, etc.</i>	2	A		
Piquindone		2	A		
Pirbuterol	<i>Maxair</i>	3	B		
Pirenzepine	<i>Gastrozepin</i>	5	C		
Piretanide	<i>Arelix, Tauliz</i>	3	B		
Piritramide		1	A		
Piroxicam	<i>Feldene</i>	4	B		

Plasma expanders (e.g. Bycerol; intravenous administration of albumin, dextran, hydroxyethyl starch and mannitol)		3	A	No legit use in the racehorse. Lacks FDA approval.	
Polyethylene glycol		5	D		
Polythiazide	<i>Renese</i>	4	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Pramoxine	<i>Tronothaine</i>	4	C		
Prasterone (dehydroepiandrosterone, DHEA, 3βhydroxyandrost-5-en17-one)		3	B	Steroid - inactive endogenous steroid.	Endogenous AAS
Prazepam	<i>Verstran, Centrax</i>	2	A		
Prazosin	<i>Minipress</i>	3	B		
Prednisolone	<i>Delta-Cortef, etc.</i>	4	C		
Prednisone	<i>Meticorten, etc.</i>	4	C		
Pregabalin	<i>Lyrica</i>	3	B	Gabapentanoid	
Prilocaine	<i>Citanest</i>	2	B		
Primidone	<i>Mysoline</i>	3	B		
Probenecid		4	C		
Procainamide	<i>Pronestyl</i>	4	B		
Procaine		3	B		

Procatamol	<i>Pro Air</i>	3	A		
Prochlorperazine	<i>Darbazine, Compazine</i>	2	A		
Procyclidine	<i>Kemadrin</i>	3	B		
Promazine	<i>Sparine</i>	3	B		
Promethazine	<i>Phenergan</i>	3	B		
Propafenone	<i>Rythmol</i>	4	B		
Propanidid		2	A		
Propantheline	<i>Pro-Banthine</i>	3	B		
Proparacaine	<i>Ophthaine</i>	4	C		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Propentophylline	<i>Karsivan</i>	3	B		
Propiomazine	<i>Largon</i>	2	A		
Propionylpromazine	<i>Tranvet</i>	2	A		
Propiram		2	A		
Propofol	<i>Diprivan, Disoprivan</i>	2	A		
Propoxycaine	<i>Ravocaine</i>	2	A		
Propranolol	<i>Inderal</i>	3	B		
Propylhexedrine	<i>Benzedrex</i>	4	B		
Prostanazol		3	A		

Prothipendyl	<i>Dominal</i>	2	A		
Protokylol	<i>Ventaire</i>	3	A		
Protriptyline	<i>Concordin, Triptil</i>	2	A		
Proxibarbital	<i>Axeen, Centralgol</i>	2	A		
Pseudoephedrine	<i>Cenafed, Novafed</i>	3	B		
Pyridostigmine	<i>Mestinon, Regonol</i>	3	B		
Pyrilamine	<i>Neoantergan, Equihist</i>	3	B		
Pyrithyldione	<i>Hybersulfan, Sonodor</i>	2	A		
Quazipam	<i>Doral</i>	2	A		
Quetiapine	<i>Seroquel</i>	2	A		
Quinapril, Quinaprilat	<i>Accupril</i>	3	A		
Quinbolone		3	A		
Quinidine	<i>Quinidex, Quinocardine</i>	4	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Rabeprazole	<i>Aciphex</i>	5	D		
Racemethorphan		2	A		
Racemorphan		2	A		
Raclopride		2	A		
Ractopamine	<i>Paylean</i>	2	A		

Raloxifene		3	B	Estrogen effects, same classification as Testolactone on Human Olympic Guidelines - selective estrogen receptor modulators-SERMs.	Testolactone has B classification
Ramipril, metabolite Ramiprilat	<i>Altace</i>	3	A		
Ranitidine	<i>Zantac</i>	5	D		
Remifentanil	<i>Ultiva</i>	1	A		
Remoxipride	<i>Roxiam</i>	2	A		
Reserpine	<i>Serpasil</i>	2	B		
Rilmazafone		2	A		
Risperidone		2	A		
Ritanserlin		2	A		
Ritodrine	<i>Yutopar</i>	3	B		
Rivastigmine	<i>Exelon</i>	2	A		
Rizatriptan	<i>Maxalt</i>	3	B		
Rocuronium	<i>Zemuron</i>	2	A		
Rofecoxib	<i>Vioxx</i>	2	B		
Romifidine	<i>Sedivet</i>	3	B		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Ropivacaine	<i>Naropin</i>	2	A		

Roxadustat (FG-4592)		1	A	Erythropoietin Link - HIF prolyl-hydroxylase inhibitor and thereby increases endogenous production of erythropoietin, which stimulates production of hemoglobin and red blood cells.	Blood doping agent
Salicylamide		4	C		
Salicylate		4	C		
Salmeterol		3	B		
Scopolamine (Hyoscine)	<i>Triptone</i>	4	C		
Secobarbital (Quinalbarbitone)	<i>Seconal</i>	2	A		
Selective Androgen Receptor Modulators (SARMs)		2	A		
Selegiline	<i>Eldepryl, Jumex, etc.</i>	2	A		
Sertraline	<i>Lustral, Zoloft</i>	2	A		
Sibutramine	<i>Meridia</i>	3	B		
Sildenafil	<i>Viagra</i>	3	A		
Snake Venoms		1	A		
Somatrem	<i>Protropin</i>	2	A		
Somatropin	<i>Nutropin</i>	2	A		
Sotalol	<i>Betapace, Sotacor</i>	3	B		
Spiclomazine		2	A		
Spiperone		2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
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Spirapril, metabolite Spiraprilat	<i>Renomax</i>	3	A		
Spiroinalactone	<i>Aldactone</i>	4	B		
Spironolactone	Diuretic	3	C		
Stanozolol	<i>Winstrol-V</i>	3	B		
Stenbolone		3	A		
Strychnine		1	A		
Succinylcholine	<i>Sucostrin, Quelin, etc.</i>	2	A		
Sufentanil	<i>Sufenta</i>	1	A		
Sulfasalazine	<i>Azulfidine, Azaline</i>	4	C		
Sulfondiethylmethane		2	A		
Sulfonmethane		2	A		
Sulforidazine	<i>Inofal</i>	2	A		
Sulindac	<i>Clinoril</i>	3	B		
Sulpiride	<i>Aiglonyl, Sulpitil</i>	2	A		
Sultopride	<i>Barnetil</i>	2	A		
Sumatriptan	<i>Imitrex</i>	3	B		
Synthetic cannabis	<i>Spice, K2, Kronic</i>	1	A		
Tadalafil	<i>Cialis</i>	3	A		
Talbutal	<i>Lotusate</i>	2	A		
Tamoxifen		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Estrogen receptor antagonist antineoplastic agent.	Testolactone has B classification

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Tandospirone		2	A		
Tapentadol	<i>Nucynta</i>	1	A		
TCO2		3	B		
Telmisartan	<i>Micardis</i>	3	B		
Temazepam	<i>Restoril</i>	2	A		
Tenoxicam	<i>Alganex, etc.</i>	3	B		
Tepoxalin		3	B		
Terazosin	<i>Hytrin</i>	3	A		
Terbutaline	<i>Brethine, Bricanyl</i>	3	B		
Terfenadine	<i>Seldane, Triludan</i>	4	C		
Testolactone	<i>Teslac</i>	3	B		
Testolone		2	A		SARM
Testosterone		3	B		
Tetrabenazine	<i>Nitoman</i>	2	A		
Tetracaine	<i>Pontocaine</i>	2	A		
Tetrahydrogestrinone		3	A		
Tetrahydrozoline	<i>Tyzine</i>	4	B		
Tetrazepam	<i>Musaril, Myolastin</i>	2	A		
THC (tetrahydrocannabinol) ²	Drug of human abuse	1	A	Drug of human abuse.	
Thebaine		2	A		
Theobromine		4	B		

Theophylline	<i>Aqualphyllin, etc.</i>	3	B		
Thialbarbital	<i>Kemithal</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Thiamylal	<i>Surital</i>	2	A		
Thiethylperazine	<i>Torecan</i>	2	A		
Thiopental	<i>Pentothal</i>	2	A		
Thiopropazate	<i>Dartal</i>	2	A		
Thiopropazine	<i>Majepitil</i>	2	A		
Thioridazine	<i>Mellaril</i>	2	A		
Thiosalicylate		4	B		
Thiothixene	<i>Navane</i>	2	A		
Thiphenamil	<i>Trocinate</i>	4	B		
Thyroxine and thyroid modulators/hormones, including but not limited to those containing T4 (tetraiodothyronine/thyroxine), T3 (triiodothyronine), or combinations thereof.	Levothyroxine	3	C		FDA approved but has (limited) legitimate use in care of racehorses.
Tianeptine	<i>Tianna, ZaZa Red, TD Red</i>	1	A		
Tiaprider	<i>Italprid, Luxoben, etc.</i>	2	A		
Tiaprofenic acid	<i>Surgam</i>	3	B		
Tibolone		3	A	Steroid - synthetic steroid.	AAS lacking FDA approval
Tildronate Sodium	<i>Tildren</i>	3	A	Bisphosphonate	

Tiletamine	<i>Component of Telazol</i>	2	A		
Timiperone	<i>Tolopelon</i>	2	A		
Timolol	<i>Blocardrin</i>	3	B		
Tocainide	<i>Tonocard</i>	4	B		
Tofisopam	<i>Grandaxain, Seriel</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Tolazoline	<i>Priscoline</i>	3	B		
Tolfenamic Acid		4	B		
Tolmetin	<i>Tolectin</i>	3	B		
Topiramate	<i>Topamax</i>	2	A		
Toremifene		3	B	Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - Selective estrogen receptor modulator.	
Torseamide (Torasemide)	<i>Demadex</i>	3	A		
Tramadol	<i>Ultram</i>	2	B		
Trandolapril (and metabolite, trandolaprilat)	<i>Tarka</i>	3	B		
Tranexamic acid		4	C		
Tranlycypromine	<i>Parnate</i>	2	A		
Trazodone	<i>Desyrel</i>	2	A		
Trenbolone	<i>Finoplrix</i>	3	B		
Tretoquinol	<i>Inolin</i>	2	A		
Triamcinolone	<i>Vetalog, etc.</i>	4	C		

Triamterene	<i>Dyrenium</i>	4	B		
Triazolam	<i>Halcion</i>	2	A		
Tribromethanol		2	A		
Tricaine methanesulfonate	<i>Finquel</i>	2	A		
Trichlormethiazide	<i>Naqua, Naquasone</i>	4	C		
Trichloroethanol		2	A		
Trichloroethylene	<i>Trilene, Trimar</i>	2	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Triclofos	<i>Triclos</i>	2	A		
Tridihexethyl	<i>Pathilon</i>	4	B		
Trifluomeprazine	<i>Nortran</i>	2	A		
Trifluoperazine	<i>Stelazine</i>	2	A		
Trifluoperidol	<i>Triperidol</i>	2	A		
Triflupromazine	<i>Vetame, Vesprin</i>	2	A		
Trihexylphenidyl	<i>Artane</i>	3	A		
Trimeprazine	<i>Temaril</i>	4	B		
Trimetazidine		3	B		Hormone and Metabolic effects, same classification as Testolactone on Human Olympic Guidelines - a drug for angina pectoris, the first cytoprotective anti- ischemic agent.
Trimethadione	<i>Tridione</i>	3	B		
Trimethaphan	<i>Arfonad</i>	3	A		
Trimipramine	<i>Surmontil</i>	2	A		
Tripelennamine	<i>PBZ</i>	3	B		
Tripolidine	<i>Actidil</i>	3	B		

Trometamol (Also known as tris hydroxymethyl aminomethane [THAM])		3	B		
Tubocurarine (Curare)	<i>Metubin</i>	2	A		
Tybamate	<i>Benvil, Nospan, etc.</i>	2	A		
Urethane		2	A		
Valdecoxib		4	B	Corrected to be consistent with all NSAIDS	
Valerenic acid		3	A		
Valnoctamide	<i>Nirvanyl</i>	2	A		
Valsartan	<i>Diovan</i>	3	B		
Vardenafil	<i>Levitra</i>	3	A		

Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Vedaprofen		4	B		
Venlafaxine	<i>Efflexor</i>	2	A		
Veralipride	<i>Accional, Veralipril</i>	2	A		
Verapamil	<i>Calan, Isoptin</i>	4	B		
Vercuronium	<i>Norcuron</i>	2	A		
Viloxazine	<i>Catatrol, Vivalan, etc.</i>	2	A		
Vinbarbital	<i>Delvinol</i>	2	A		
Vinylbital	<i>Optanox, Speda</i>	2	A		
Warfarin	<i>Coumadin, Coufarin</i>	5	D		
Xylazine	<i>Rompun, Bay Va 1470</i>	3	B		

Xylometazoline	<i>Otrivin</i>	4	B		
Yohimbine		2	B		
Zafirlukast	<i>Accolate</i>	4	C		
Zaleplon	<i>Sonata</i>	2	A		
Zeranol	<i>Ralgro</i>	4	C		
Ziconotide		1	A		
Zileuton	<i>Zyflo</i>	4	C		
Zilpaterol hydrochloride	<i>Zilpaterol</i>	2	A		
Ziprasidone	<i>Geoden</i>	2	A		
Zolazepam		2	A		
Zolmitriptan	<i>Zomig</i>	3	B		
Zolpidem	<i>Ambien, Stilnox</i>	2	A		
Drug/Substance	Trade Name(s)	Drug Class	Penalty Class	Special Notation	Note.
Zomepirac	<i>Zomax</i>	2	B		
Zonisamide	<i>Zonegran</i>	3	B		
Zopiclone	<i>Imovan</i>	2	A		
Zotepine	<i>Lodopin</i>	2	A		
Zuclopenthixol	<i>Ciatyl, Cesordinol</i>	2	A		

UNIFORM CLASSIFICATION OF FOREIGN SUBSTANCES
Version 14.4 (December, 2020)

PENALTY GUIDELINES

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PENALTY CATEGORY “A”

The following are recommended penalties for violations due to the presence of a drug carrying a Category “A” penalty and for violations of ARCI-011-015 and ARCI-025-015: Prohibited Practices:

LICENSED TRAINER:		
1st Offense	2nd LIFETIME offense in any jurisdiction	3rd LIFETIME offense in any jurisdiction
<ul style="list-style-type: none"> Minimum one-year suspension absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of a three-year suspension <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Minimum fine of \$10,000 or 10% of total purse (greater of the two) absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of \$25,000 or 25% of purse (greater of the two). <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> May be referred to the Commission for any further action deemed necessary by the Commission. 	<ul style="list-style-type: none"> Minimum three-year suspension absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of license revocation with no reapplication for a three-year period. <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Minimum fine of \$25,000 or 25% of total purse (greater of the two) absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of \$50,000 or 50% of purse (greater of the two). <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> May be referred to the Commission for any further action deemed necessary by the Commission. 	<ul style="list-style-type: none"> Minimum five-year suspension absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of license revocation with no reapplication for a five-year period. <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Minimum fine of \$50,000 or 50% of total purse (greater of the two) absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of \$100,000 or 100% of purse (greater of the two). <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> May be referred to the Commission for any further action deemed necessary by the Commission.
LICENSED OWNER:		
1st Offense	2nd LIFETIME offense in owner’s stable any jurisdiction	3rd LIFETIME offense in owner’s stable in any jurisdiction
<ul style="list-style-type: none"> Disqualification and loss of purse <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Horse shall be placed on the Veterinarian’s List for 180 days and must pass a commission-approved examination before becoming eligible to be entered. 	<ul style="list-style-type: none"> Disqualification and loss of purse <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Horse shall be placed on the Veterinarian’s List for 180 days and must pass a commission-approved examination before becoming eligible to be entered. 	<ul style="list-style-type: none"> Disqualification, loss of purse and \$50,000 fine <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Horse shall be placed on the Veterinarian’s List for 180 days and must pass a commission-approved examination before becoming eligible to be entered. <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Referral to the Commission with a recommendation of a suspension for a minimum of 90 days.

PENALTY CATEGORY “B”

The following are recommended penalties for violations due to the presence of a drug carrying Category “B” penalty, for the detection of two or more NSAIDs in a plasma/serum and/or urine sample, the detection of two or more corticosteroids in a plasma/serum and/or urine sample subject to the provisions set forth in ARCI-011-020(E) and ARCI-025-020(E) and for violations of the established levels for total carbon dioxide:

LICENSED TRAINER:		
1st Offense	2nd offense (365-day period) in any jurisdiction	3rd offense (365-day period) in any jurisdiction
<ul style="list-style-type: none"> Minimum 15-day suspension absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of a 60-day suspension <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Minimum fine of \$500 absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum fine of \$1,000. 	<ul style="list-style-type: none"> Minimum 30-day suspension absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of a 180-day suspension <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Minimum fine of \$1,000 absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum fine of \$2,500. 	<ul style="list-style-type: none"> Minimum 60-day suspension absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of a one-year suspension. <ul style="list-style-type: none"> Minimum fine of \$2,500 absent mitigating circumstances. The presence of aggravating factors could be used to impose a maximum of \$5,000 or 5% purse (greater of the two). <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> May be referred to the Commission for any further action deemed necessary by the Commission.
LICENSED OWNER:		
1st Offense	2nd offense (365-day period) in owner's stable any jurisdiction	3rd offense (365-day period) in owner's stable in any jurisdiction
<ul style="list-style-type: none"> Disqualification and loss of purse [in the absence of mitigating circumstances]* <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Horse must pass a commission-approved examination before becoming eligible to be entered. 	<ul style="list-style-type: none"> Disqualification and loss of purse [in the absence of mitigating circumstances]* <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Horse must pass a commission-approved examination before becoming eligible to be entered. 	<ul style="list-style-type: none"> Disqualification, loss of purse, and in the absence of mitigating circumstances a \$5,000 fine.* <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Horse shall be placed on the Veterinarian's List for 45 days and must pass a commission-approved examination before becoming eligible to be entered.

PENALTY CATEGORY "C"

The following are recommended penalties for violations due to the presence of a drug carrying a Category "C" penalty and overages for permitted NSAIDs and furosemide: ***(All concentrations are for measurements in serum or plasma.)***

LICENSED TRAINER	Furosemide (>100 ng/ml) and/or no furosemide when identified as administered	Phenylbutazone (>0.3 mcg/ml) Flunixin (> 5.0 ng/ml) Ketoprofen (> 2.0 ng/ml) and CLASS C Violations
1 st Offense (365-day period) in any jurisdiction	Minimum of a written warning to maximum fine of \$500	Minimum fine of \$1,000 absent mitigating circumstances
2 nd Offense (365-day period) in any jurisdiction	Minimum of a written warning to maximum fine of \$750	Minimum fine of \$1,500 and 15-day suspension absent mitigating circumstances
3 rd Offense (365-day period) in any jurisdiction	Minimum fine of \$500 to a maximum fine of \$1,000	Minimum fine of \$2,500 and 30-day suspension absent mitigating circumstances
LICENSED OWNER	Furosemide (>100 ng/ml) and/or no furosemide when identified as administered	Phenylbutazone (>0.3 mcg/ml) Flunixin (> 5.0 ng/ml) Ketoprofen (> 2.0 ng/ml) and CLASS C Violations
1 st Offense (365-day period) in any jurisdiction	Horse may be required to pass commission-approved examination before being eligible to run	Disqualification and loss of purse in the absence of mitigating circumstances. Horse must pass commission-approved examination before being eligible to run.
2 nd Offense (365-day period) in any jurisdiction	Horse may be required to pass commission-approved examination before being eligible to run	Disqualification and loss of purse in the absence of mitigating circumstances. If same horse, placed on veterinarian's list for 45 days, must pass commission-approved examination before being eligible to run
3 rd Offense (365-day period) in any jurisdiction	Disqualification and loss of purse. Horse must pass commission-approved examination before being eligible to run	Disqualification and loss of purse in the absence of mitigating circumstances. Minimum \$5,000 fine. If same horse, placed on veterinarian's list for 60 days, must pass commission-approved examination before being eligible to run

After a two-year period, if the licensee has had no further violations, any penalty due to an overage in the 2.0-5.0 category will be expunged from the licensee's record for penalty purposes.

PENALTY CATEGORY "D"

The recommended penalty for a violation involving a drug that carries a Category "D" penalty is a written warning to the trainer and owner. Multiple violations may result in fines and/or suspension.



MMV Point System

Multiple Medication Violation Model Rule. ARCI-011-020

(B)(13)

Officials are advised to check a licensee's ARCI regulatory record to see if multiple medication violations should be considered as an aggravating factor in the determination of an appropriate penalty.

(1) Multiple Medication Violations (MMV)

- (a) A trainer who receives a penalty for a medication violation based upon a horse testing positive for a Class 1-5 medication with Penalty Class A-C, as provided in the most recent version of the ARCI Uniform Classification Guidelines for Foreign Substances, or similar state regulatory guidelines, shall be assigned points as follows:

Penalty Class	Points If Controlled Therapeutic Substance	Points If Non-Controlled Substance
Class A	N/A	6
Class B	2	4
Class C	½ for first violation with an additional ½ point for each additional violation within 365 days ¹	1 for first violation with an additional ½ point for each additional violation within 365 days
Class D	0	0

¹ Points for NSAID violations only apply when the primary threshold of the NSAID is exceeded. Points are not to be separately assigned for a stacking violation.

If the Stewards or Commission determine that the violation is due to environmental contamination, they may assign lesser or no points against the trainer based upon the specific facts of the case.

- (b) The points assigned to a medication violation by the Stewards or Commission ruling shall be included in the ARCI official database. The ARCI shall record points consistent with Section 13(a) including when appropriate, a designation that points have been suspended for the medication violation. Points assigned by such regulatory ruling shall reflect, in the case of multiple

positive tests as described in paragraph (d), whether they constitute a single violation. The Stewards' or Commission Ruling shall be posted on the official website of the Commission and within the official database of the Association of Racing Commissioners International. If an appeal is pending, that fact shall be noted in such Ruling. No points shall be applied until a final adjudication of the enforcement of any such violation.

- (c) A trainer's cumulative points for violations in all racing jurisdictions shall be maintained by the ARCI. Once all appeals are waived or exhausted, the points shall immediately become part of the trainer's official ARCI record and shall be considered by the Commission in its determination to subject the trainer to the mandatory enhanced penalties by the Stewards or Commission as provided in this regulation.
- (d) Multiple positive tests for the same medication incurred by a trainer prior to delivery of official notice by the commission may be treated as a single violation. In the case of a positive test indicating multiple substances found in a single post-race sample, the Stewards may treat each substance found as an individual violation for which points will be assigned, depending upon the facts and circumstances of the case.
- (e) The official ARCI record shall be used to advise the Stewards or Commission of a trainer's past record of violations and cumulative points. Nothing in this administrative regulation shall be construed to confer upon a licensed trainer the right to appeal a violation for which all remedies have been exhausted or for which the appeal time has expired as provided by applicable law.
- (f) The Stewards or Commission shall consider all points for violations in all racing jurisdictions as contained in the trainer's official ARCI record when determining whether the mandatory enhancements provided in this regulation shall be imposed.
- (g) In addition to the penalty for the underlying offense, the following enhancements shall be imposed upon a licensed trainer based upon the cumulative points contained in his/her official ARCI record:

Points	Suspension in days
5-5.5	15 to 30
6-8.5	30 to 60
9-10.5	90 to 180
11 or more	180 to 360

MMV penalties are not a substitute for the current penalty system and are intended to be an additional uniform penalty when the licensee:

- (i) Has had more than one medication violation for the relevant time period, and (ii)
Exceeds the permissible number of points.

The Stewards and Commission shall consider aggravating and mitigating circumstances, including the trainer’s prior record for medication violations, when determining the appropriate penalty for the underlying offense. The MMP is intended to be a separate and additional penalty for a pattern of violations.

- (h) The suspension periods as provided in Section 13(g) shall run consecutive to any suspension imposed for the underlying offense.
- (i) The Stewards’ or Commission Ruling shall distinguish between the penalty for the underlying offense and any enhancement based upon a Stewards or Commission review of the trainer’s cumulative points and regulatory record, which may be considered an aggravating factor in a case.
- (j) Points shall expire as follows:

Penalty Classification	Time to Expire
A	3 years
B	2 years
C	1 year

In the case of a medication violation that results in a suspension, any points assessed expire on the anniversary date of the date the suspension is completed.

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REVISIONS TO ARCI UNIFORM CLASSIFICATION GUIDELINES FOR FOREIGN SUBSTANCES

Version	Date	Drug/Substance	Notes
14.2	September 2020	Medroxyprogesterone	Replaced methoxyprogesterone as probable typo
14.2	September 2020	Medroxyprogesterone	Added as Drug Class 3, Penalty Class B.
14.2	September 2020	Methoxyprogesterone	Removed as drug does not exist 14.2
		Methoxyprogesterone	Removed Asterisk Language on Permitted Nsaids
			“*If the trainer has not had more than one violation within the previous two years, the Stewards/Judges are encouraged to issue a warning in lieu of a fine provided the reported level is below 3.0 mcg/ml absent of aggravating factors.”
14.3	September 2020	Medroxyprogesterone	Moved to correct location alphabetically
14.4	December 2020	Alpha pyrrolidinovalerophenon e	Added as Drug Class 1, Penalty Class A
14.4	December 2020	Aripiprazole	Added as Drug Class 2, Penalty Class A
14.4	December 2020	Arsenic	Added as Drug Class 3, Penalty Class B
14.4	December 2020	Diisopropylamine	Added as Drug Class 2, Penalty Class B
14.4	December 2020	Etofenamate	Added as Drug Class 4, Penalty Class B
14.4	December 2020	Flufenamic Acid	Changed to Drug Class 4, Penalty B
14.4	December 2020	Harpagoside	Added as Drug Class 4, Penalty B
14.4	December 2020	Hypoxia-inducible factor (HIF) activators	Changed from Drug Class 3, Penalty A to Drug Class 1, Penalty A
14.4	December 2020	Hypoxia-inducible factor (HIF) stabilizers (e.g. IOX-2)	Added as Drug Class 1, Penalty A
14.4	December 2020	Molidustat	Added as Drug Class 1, Penalty A
14.4	December 2020	Norethisterone(norethindrone)	Added as Drug Class 4, Penalty B
14.4	December 2020	Oliceridine	Added as Drug Class 1, Penalty A
14.4	December 2020	Oripavine	Added as Drug Class 2, Penalty A
14.4	December 2020	Parecoxib	Added as Drug Class 4, Penalty B
14.4	December 2020	Pregabalin	Added as Drug Class 3, Penalty B
14.4	December 2020	Tapentadol	Added as Drug Class 1, Penalty A
14.4	December 2020	Trometamol (Also known as THAM)	Added as Drug Class 3, Penalty B
14.4	December 2020	Valdecoxib	Changed from Drug Class 2, Penalty B to Drug Class 4, Penalty B
15.0	April 2022	Isoxsuprine	Changed from Penalty D to Penalty C
15.1	December 2022	Bufotenine	Added as Drug Class 1, Penalty A
15.1	December 2022	Higenamine	Added as Drug Class 3, Penalty A
15.1	December 2022	Lubabegron	Added as Drug Class 2, Penalty A
16.0	April 2023	Tianeptine	Added as Drug Class 1, Penalty A
		Mofebutazone	Added as Drug Class 4, Penalty B

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract document in connection with the Contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise Services.

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add or modify the Services to its offerings provided under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional Services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any Services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for ~~a Services~~ provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory; provided, however, that Customer shall not unreasonably reject any Services performed hereunder and provided further that if Customer rejects all, or any portion, of the Services it shall promptly notify Supplier of such rejection and include a reasonably detailed description of its rationale for the rejection such that Supplier can remedy the alleged issue.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current Services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

- 1.4 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 **Contract Effectiveness and Order of Priority**

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:
 - A. any Amendment;
 - B. the cover page to which these General Terms are attached;
 - C. any Contract-specific terms contained in a Contract Document including, without limitation, Attachment A (Scope of Work) attached hereto, information technology terms, and terms specific to a statewide Contract or a State agency Contract;
 - D. the terms contained in this Contract Document;
 - E. any statement of work, work order, or other similar ordering document as applicable;
 - F. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law; and
 - G. other mutually agreed Contract Documents.
- 1.1 If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

provided by Supplier shall not take priority over this Contract document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

- 1.2 Any Contract document shall be typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

2 Modification of Contract Terms and Contract documents

- 2.1 The Contract may only be modified, amended, or expanded by an Amendment. Any material change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

- 2.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed in writing. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

- 2.3 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 2.4 To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a

conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

3 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 3.1 **Acquisition** means items, products, materials, supplies, Services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 3.2 **Amendment** means a mutually executed, written modification to a Contract document.
- 3.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 3.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 3.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 3.6 **Customer** means the governmental entity receiving goods or Services contemplated by the Contract.
- 3.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 3.8 **Destination** means delivered to the receiving dock or other

point specified in the applicable Contract document.

- 3.9 Fees** mean those fees for the Services performed hereunder, as set forth on one or more statements of work.
- 3.10 Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.
- 3.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees, and designees thereof.
- 3.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 3.13 Know-How** means all of Supplier's standard operating procedures ("SOPs), work instructions, procedures, and/or other laboratory documents utilized in the analytical process, as well as any audit findings and deficiency reports, related to the performance of the Services.
- 3.14 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 3.15 OAC** means the Oklahoma Administrative Code.
- 3.16 OMES** means the Office of Management and Enterprise Services.
- 3.17 Services** means the laboratory testing, and other services related thereto, for all primary samples of Customers' horse racing operations, as described further on the attached Exhibit A.
- 3.18 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 3.19 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 3.20 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 3.21 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 3.22 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open

Records Act.

- 3.23 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

4 Pricing

- 4.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 4.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be

included in the total Acquisition price.

- 4.3** The price of all Services offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries made pursuant to the Services will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

5 Ordering, Inspection, and Acceptance

- 5.1** All Services furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 5.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a Service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a Service.

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent Inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 5.3** Supplier shall perform the Services on or before the date specified in a Contract document. Deviations, substitutions, or changes in a Supplier shall deliver and perform the Services on or before the required date Service, including changes of personnel directly providing the Services, shall not be made unless expressly authorized in writing by the Customer. Any

substitution of personnel directly providing Services shall be a person of comparable or greater skills, education and experience for performing the Services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6 Invoices and Payment

6.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after Services have been rendered and accepted; provided, however, that if Customer disputes the adequacy of any Services rendered hereunder, Customer shall promptly provide Supplier a description of the alleged inadequacy such that Supplier can promptly remedy the Services.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order-number, (if applicable) and a description of the Services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to -

Supplier, any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or Services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

7 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

7.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if Services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a notice of cancellation and includes the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for

Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence; Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- C.** If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- D.** Additional coverage required in writing in connection with a particular Acquisition.

7.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or Supplier's employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, Supplier's employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

7.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees

for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

8 Compliance with Applicable Laws

8.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, that are applicable to the Services performed hereunder including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 2 C.F.R. part 376 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G.** Obtaining certified independent audits conducted in

accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations 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**;
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

8.2 The Supplier's employees, agents and subcontractors who perform the Services shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at Information Security Policy, Procedures, Guidelines <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf> (oklahoma.gov). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

- 8.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 8.4** Both parties agree that the following terms will be applicable if the Oklahoma Horse Racing Commission uses federal funding in the future: “In addition to compliance under subsection 9.18.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source, in each instance to the extent such provisions are provided to, and approved in writing by, Supplier.”
- 8.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who perform the Services under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 8.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 8.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 8.8** Supplier represents that it has the ability to pay its debts when

due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

- 8.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof. If the Services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication promptly upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

9 Audits and Records Clause

- 9.1** As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract. For the avoidance of doubt, the term "record" does not include any Know-How or other Confidential Information of Supplier.

- 9.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7)

years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

9.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director; provided, however, that if the state wishes to audit or otherwise review any Supplier Know-How or other Supplier Confidential Information, such review shall occur as detailed below:

- A.** On the Supplier's premises and subject to Supplier's reasonable confidentiality and security requirements; or
- B.** At the Customer's primary location subject to reasonable confidentiality and security requirements.

In any event, neither the State nor Customer shall be permitted to copy or otherwise reproduce any Supplier Know-How or Supplier Confidential Information.

10 Confidentiality

10.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that

the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render Services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 10.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 10.3** Supplier shall promptly report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 10.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

10.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will promptly be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

10.6 The Supplier shall promptly forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

Customer may be provided access to Supplier's Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent required under the Open Records Act.

Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to the Supplier.

11 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are

required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract. For the avoidance of doubt, this Section 11 shall in no way prohibit Supplier from offering services identical or substantially similar to the Services to third parties including, but not limited to, other state horseracing commissions or governing bodies. However, if a service is specifically created, made, or customized for the Horse Racing commission then that service should be exclusive to the OHRC.

12 Assignment and Permitted Subcontractors

12.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

12.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

- 12.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 12.4** All payments under the Contract shall be made directly to the Supplier, except as provided in 12.1 above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 12.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities; provided, however, that the State and Customer shall be liable for all acts and omissions of such assignee.

13 Background Checks and Criminal History Investigations

Prior to the commencement of any Services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing Services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing Services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or Services.

14 Patents and Copyrights

Supplier represents, warrants, and covenants that the Services provided hereunder do not, and will not, infringe on any third party's patent, intellectual property, copyright or other property right.

15 Indemnification

15.1 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

15.2 Acts or Omissions

- A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish

the right to indemnification) arising out of, or resulting from any action or claim asserted by a third party, for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

15.3 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with Services provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service

of by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

15.4 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

15.5 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of

Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

15.6 Limitation of Liability

- A. With respect to any claim or cause of action arising under or related to the Contract, neither the State, nor any Customer shall be liable for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted the Services. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

16 Termination for Funding Insufficiency

- 16.1** Notwithstanding anything to the contrary in any Contract document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 16.2** Upon receipt of notice of a termination, Supplier shall promptly comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued the Services have been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the Services but there shall not be any liability

for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded.

16.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

17 Termination for Cause

17.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

17.2 The State may terminate the Contract in whole or in part promptly without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

17.3 The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to

include a contract for public relations (PR), marketing or communication services. The State may promptly terminate the Contract with no more than 10-day notice under this section. Upon receipt of notice of a termination, Supplier shall promptly comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and Services have been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the Services but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

17.4 The Supplier's repeated failure to provide an acceptable Services; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

18 Termination for Convenience

18.1 The State may terminate the Contract, in whole or in part, for

convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

18.2 Upon receipt of notice of such termination, Supplier shall promptly comply with the notice terms and take all necessary steps

to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and the Services have been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for Services but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with 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. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

19 Suspension of Supplier

19.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

19.2 Upon receipt of a notice pursuant to this section, Supplier shall promptly comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment

mechanism has been issued the Services have been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the Services but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

19.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

20 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

20.1 The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

20.2 Certification Regarding State Employees Prohibition From Fulfilling Services Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any Services provided under the Contract.

- 21.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.
- 21.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery or performance of the Services in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment Services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.
- 21.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

22 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

23 Notices

All notices, approvals or requests allowed or required by the terms of any Contract document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Second
Floor Oklahoma City,
Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy
General Counsel 2401 N.
Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma
73105

24 Miscellaneous

24.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, Statutes of Limitations.

24.2 Employment Relationship

The Contract does not create an employment relationship. Individuals performing Services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

24.3 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

24.4 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, or the Services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or

language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

24.5 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.*

Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

24.6 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to

enforce or exercise shall not affect the validity of any Contract document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

24.7 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision the Services under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

24.8 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract

or any non-conflicting applicable State or federal law or regulation is not waived.

24.9 Severability

If any provision of a Contract document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24.10 Section Headings

The headings used in any Contract document are for convenience only and do not constitute terms of the Contract.

24.11 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

24.12 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

24.13 Entire Agreement

The Contract documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

24.14 Gratuities

The Contract may be promptly terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

24.15 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C
AGENCY TERMS
SOLICITATION NO. EV00000668

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ATTACHMENT D

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EXHIBIT 2 – PRICE

EV00000668 Equine Drug Testing

Fields highlighted in **yellow shall** be used in calculating low price determination. Prospective Suppliers **shall not** alter the Cost Sheet.

Table 1

Blood Test		
One Time Cost	\$ 138.00	-

*Provide the total, one-time cost for the item/testing service.

Table 2

Urine		
One Time Cost	\$ 165.00	-

*Provide the total, one-time cost for the item/testing service.

Table 3

Hair Test		
One Time Cost	\$ 300.00	-

*Provide the total, one-time cost for the item/testing service.

Table 4

Other Biological Samples		
One Time Cost	\$ 200.00	-

*Provide the total, one-time cost for the item/service.

Table 5

Other		
One Time Cost	\$ Out-of-competition: \$200; TCO2: \$45; Vets List/Stewards List: \$125; Post-mortem: \$200; Confiscated Substances: \$200; Additional testing can be quoted per instance.	-

*Provide the total, one-time cost for the item/service.

Renewal Options						
Initial Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$ - 359,500	\$ - 359,500	\$ - 377,475	\$ - 396,349	\$ - 416,166	\$ - 436,975	\$ - 1,986,465

Table 6

Grand Total	
\$	1,986,465