



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 190000000354

<b>CONTRACTOR</b>	MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.
	12755 Highway 55 , Suite R200
	Plymouth, MN 55441
	Scott Pickens
	614-208-0950
	scott.pickens@mckesson.com
	CV0050298

<b>STATE</b>	<b>Program Manager</b>	Lisa Spitzley	DTMB
		(517) 249-0440	
		SpitzleyL4@michigan.gov	
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

**CONTRACT SUMMARY**

<b>INFLUENZA VACCINATION PRE-ORDERING THROUGH MMCAP</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
March 15, 2019	March 14, 2024	0 - 0 Year	March 14, 2024
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 30		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$90,000.00	\$2,130,033.00	\$2,220,033.00		

**DESCRIPTION**

Effective September 1, 2020, This Contract is hereby increased by \$2,130,033.00 for the emergency purchase of COVID related influenza vaccines, the originating MMCAP pharmacy agreement contract # referenced is updated from 14005 to 1900151 and the Federal Provisions Addendum is hereby added to this contract, see attached . Please note, for the State, the Primary Contact for Member is changed to Lisa Spitzley, Exhibit B, Language Modification of the Vendor Contract, Additional Terms, Section 3, see contract cover for contact information. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on 9/1/2020.

## Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### 1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2. Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

## **3. Copeland "Anti-Kickback" Act**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

#### **4. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **5. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal "funding agreement" as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **6. Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

## **7. Debarment and Suspension**

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and 12689 ([54 FR 34131; August 18, 1989](#)), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## 9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**Exhibit 1 - Byrd Anti-Lobbying Certification**

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date





**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and Budget –  
 Central Procurement  
 525 W. Allegan St, Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **19000000354**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	McKesson Medical-Surgical Minnesota Supply Inc
	8121 10th Avenue N
	Golden Valley, MN 55427
	Scott Pickens
	614-208-0950
	scott.pickens@mckesson.com
	CV0050298

<b>STATE</b>	Program Manager	Joy Nakfoor	DTMB
		517-249-0481	
	nakfoorj@michigan.gov		
	Contract Administrator	Joy Nakfoor	DTMB
517-249-0481			
nakfoorj@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Influenza Vaccination pre-ordering through MMCAP</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 15, 2019	March 14, 2024		
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER. This Notice of Contract is a result of MMCAP vendor contract MMS 14005. Orders for delivery will be issued directly by participating Departments through issuance of a Purchase Order.</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$90,000.00</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Joy Nakfoor – Category Specialist**

**Name & Title**

\_\_\_\_\_  
**DTMB – Central Procurement**

**Agency**

\_\_\_\_\_  
**Date**

## Member-Requested Participation Addendum (MPA)

This Addendum (“**MPA**”) is entered into by State of Michigan (“**Member**”) and McKesson Medical-Surgical Minnesota Supply, Inc., a corporation, with a principle address of 8121 10<sup>th</sup> Avenue N., Golden Valley, MN 55427 (“**Vendor**”) and incorporates the Minnesota Multistate Contracting Alliance for Pharmacy, an agency of the State of Minnesota (“**MMCAP**”) vendor contract MMS14005 (“**Vendor Contract**”).

**WHEREAS**, MMCAP and Vendor executed the Vendor Contract on February 18, 2014.

**WHEREAS**, Member and Vendor wish to amend the terms and conditions of the Vendor Contract to address the matters of Member.

**WHEREAS**, MMCAP has sole approval authority to any changes to the Vendor Contract, thus is a signatory to this Agreement.

**WHEREAS**, Member, MMCAP, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP and Vendor nor the relationship between any other member of MMCAP and the Vendor.

**THEREFORE**, the parties agree as follows:

### I. **DEFINITIONS**

- A. **Membership**: Means the joint power cooperative comprised of the MMCAP authorized states, departments, facilities, and other municipalities.

### II. **EFFECTIVE DATE AND TERM**

- A. **Effective Date**: This Agreement is effective on the date all signatures have been obtained.
- B. **Termination**: This Agreement terminates upon:
1. Thirty (30) calendar days' written notice upon written notice to the other parties; or
  2. The termination of the Vendor Contract between MMCAP and the Vendor; or
  3. Written agreement executed by all parties.

### III. **SCOPE**

- A. **Exhibit A**: Which is attached and incorporated herein, identifies the Vendor Contract and all other previous Agreements/Amendments to be incorporated into the contractual relationship between Member and Vendor.
- B. **Exhibit B**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Vendor Contract and Exhibit B of this Agreement, the terms of Exhibit B will supersede as between Member and Vendor. *MMCAP, the State of Minnesota, nor any other party of the Membership are bound by the terms of Exhibit B.*

IV. **GENERAL PROVISIONS**

- A. **Assignment:** Except as affirmed in this Agreement, the Member nor Vendor will not assign, delegate, or transfer any rights or obligations under this Agreement without the prior written consent of MMCAP.
- B. **Counterparts and Electronic Signature:** The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP has obtained all required signatures. If requested by MMCAP, Member and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP in order for this Agreement to be a transferable record, to ensure that MMCAP has control of the authoritative copy of such transferable record.
- C. **Amendments:** Any amendment or modification to this Agreement must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be signed on their behalf intending to be bound thereby.

**BY AND BETWEEN:**

**FOR THE MEMBER:**

On behalf of the Member, the undersigned person warrants that he or she is authorized warrants that he or she is authorized to execute the contract and legally bind the Member.

**VENDOR:** McKesson Medical-Surgical Minnesota Supply, Inc.

Signature: \_\_\_\_\_

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

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

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

STATE OF MICHIGAN

Signature: \_\_\_\_\_

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

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

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

**IN AN APPROVAL CAPACITY ONLY:**

**State of Minnesota for MMCAP**

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

Signature: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

**Minnesota Commissioner of Administration**

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

Signature: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

**[SIGNATURE PAGE]**

**EXHIBIT A**

**Vendor Contract and other Applicable Legal Documents**

The following is a list of the legal documents to be referenced and to be incorporated with the terms and conditions of Exhibit B. If you would like to receive a copy of an entire legal document, please contact MMCAP's Legal Department.

1. Vendor Contract MMS14005

**EXHIBIT B**

**Language Modification of the Vendor Contract**

The following terms and conditions are entered into between Vendor and the Member and incorporate the documents identified on Exhibit A. Neither MMCAP, the State of Minnesota, nor the Membership, except for the Member, are bound by the terms within this Exhibit.

Modification of Terms:

**This has been intentionally been left blank.**

Additional Terms:

1. **Original Contract Identification:** Member will identify the Original Contract as 190000000354.
2. **Terms of Payment.** Vendor must register with the State of Michigan at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Vendor does not register, the State of Michigan is not liable for failure to provide payment.

3. **Primary Contact for Member:**

Joy Nakfoor  
Commodities Category Specialist  
Michigan Department of Technology, Management, and Budget  
Central Procurement Services  
525 West Allegan Street, 1<sup>st</sup> Floor NE  
Lansing, MI 48933



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

This contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”) and **McKesson Medical-Surgical Minnesota Supply Inc., 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427** (“Vendor”).

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP Participating Facilities are located across the nation. Participation in MMCAP is available to facilities with authority to contract with the State of Minnesota. MMCAP Participating Facilities are state agencies and political subdivisions such as correctional facilities, veterinary clinics/hospitals, regional psychiatric treatment facilities, student health services, public health services, non-federal veterans’ nursing homes, and public hospitals.

The Vendor wishes to contract with MMCAP to supply influenza vaccine to MMCAP Participating Facilities.

**Contract**

**1. Term of Contract**

**1.1 Effective date:** February 12, 2014 or the date the MMCAP obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later.

**1.2 Expiration date:** December 31, 2015, with the option to extend for three additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 21.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this contract: 5. Liability; 6. State Audits; 7. Government Data Practices and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2. Contracted Vaccine.** Vendor is a licensed wholesaler distributing influenza vaccine it procures directly from product manufacturers.

**2.1 Products and Pricing.**

Table 1

<b>Mfr. Name</b>	<b>Product Name</b>	<b>Container Type</b>	<b>Pack Size</b>	<b>Price Per Container</b> (Prices do not include FET)	<b>WA Cost</b> (Prices do not include FET)	<b>FL, CA, OK, SC Cost</b> (Prices do not include FET)	<b>Georgia Cost</b> (Prices do not include FET)	<b>Max. Quantity to MMCAP.</b>
<b>GSK</b>	<b>FluLaval TIV</b>	5 ml MD vial	10 dose	\$70.00 through 3/31/2014; \$72.10 after 3/31/2014	\$70.52 through 3/31/2014 \$72.64 after 3/31/2014	\$70.70 through 3/31/2014 \$72.82 after 3/31/2014	\$71.40 through 3/31/2014 \$73.54 after 3/31/2014	500,000 doses
<b>GSK</b>	<b>FluLaval Quadrivalent</b>	5 ml MD vial	10 dose	\$130.00 through 3/31/2014; \$139.00	\$130.96 through 3/31/2014\$ \$140.03	\$131.30 through 3/31/2014 \$140.39	\$132.60 through 3/31/2014 \$141.78	150,000 doses



<b>Mfr. Name</b>	<b>Product Name</b>	<b>Container Type</b>	<b>Pack Size</b>	<b>Price Per Container</b> (Prices do not include FET)	<b>WA Cost</b> (Prices do not include FET)	<b>FL, CA, OK, SC Cost</b> (Prices do not include FET)	<b>Georgia Cost</b> (Prices do not include FET)	<b>Max. Quantity to MMCAP</b>
				after 3/31/2014	after 3/31/2014	after 3/31/2014	after 3/31/2014	
<b>bioCSL</b>	<b>Afluria TIV</b>	0.5ml prefilled syringes	Pack of 10	\$89.00	\$89.66	\$89.89	\$90.78	400,000 doses
<b>bioCSL</b>	<b>Afluria TIV</b>	5 ml MD vial	10 dose	\$72.50	\$73.04	\$73.23	\$73.95	500,000 doses
<b>MedImmune</b>	<b>Flumist</b>	Nasal sprayer	Pack of 10	\$173.40	\$174.68	\$175.13	\$176.87	250,000 doses
<b>Novartis Vaccines</b>	<b>Flucelvax</b>	0.5 ml prefilled syringes	Pack of 10	\$99.71 through 3/31/2014; \$102.50 after 3/31/2014	\$100.45 through 3/31/2014; \$103.26 after 3/31/2014	\$100.71 through 3/31/2014; \$103.53 after 3/31/2014	\$101.70 through 3/31/2014; \$104.55 after 3/31/2014	400,000 doses
<b>Novartis Vaccines</b>	<b>Fluvirin TIV</b>	0.5 ml prefilled syringes	Pack of 10	\$74.50	\$75.05	\$75.25	\$75.99	600,000 doses
<b>Novartis Vaccines</b>	<b>Fluvirin TIV</b>	5 ml MD vial	10 dose	\$68.50	\$69.01	\$69.19	\$69.87	500,000 doses
<b>Sanofi Pasteur</b>	<b>Fluzone TIV</b>	5ml MD vial; 6 months of age and older	10 dose	\$89.33	\$89.99	\$90.22	\$91.12	600,000 doses
<b>Sanofi Pasteur</b>	<b>Fluzone Quadrivalent</b>	5ml MD vial; 6 months of age and older	10 dose	\$164.92	\$166.14	\$166.57	\$168.22	200,000 doses
<b>Sanofi Pasteur</b>	<b>Fluzone TIV No Preservative</b>	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$100.94	\$101.69	\$101.95	\$102.96	400,000 doses
<b>Sanofi Pasteur</b>	<b>Fluzone Quadrivalent No Preservative</b>	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$159.88	\$161.06	\$161.48	\$163.08	150,000 doses

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)	FL, CA, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$166.92	\$168.16	\$168.59	\$170.26	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$194.10	\$195.54	\$196.04	\$197.98	150,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$280.26	\$282.33	\$283.06	\$285.87	250,000 doses
Sanofi Pasteur	Fluzone Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	\$146.82	\$147.91	\$148.29	\$149.76	150,000 doses

Pending Federal Food and Drug Administration approval, and subject to the limit described herein, and for the price quoted herein, Vendor will sell to MMCAP Participating Facilities as provided Table 1 above. Vaccine(s) will only be split virion preparations as formulated by the United States Food and Drug Administration, Vaccines and Related Biological Product Advisory Committee for the applicable influenza season. The products will not be adulterated or misbranded within the meaning of the United States Food, Drug, and Cosmetic Act or any regulation of the United States Food and Drug Administration.

All Products listed in Table 1 are Fixed Pricing during Contract Year 1 of this Contract and the price may not be increased on those Products. Price reductions may be submitted to MMCAP at any time to: [mmcap.contracts@state.mn.us](mailto:mmcap.contracts@state.mn.us).

Any newly released influenza vaccine products may be added to this contract via a mutually agreed upon amendment.

**2.1.1 Substitutions.** Vendor must not substitute any product contained in the contract without prior written consent of the MMCAP Participating Facility.

**2.2 Pre-booking.** Pre-booking will begin immediately on execution of the contract and end on March 31, 2014, or when we have reached the "Maximum Quantity of Containers Available Per Product" specified, whichever is earlier. Vendor will continue to accept pre-booking beyond the Pre-book End Date if additional product is available to the Vendor. Pre-book methods include online or via fax. A Letter of Affiliation may be required, certifying that a location has affiliation with a medical practitioner. MMCAP Participating Facilities new to McKesson Medical-Surgical must request a new account. Government agencies must include a signed written request; non-government agencies must submit a signed McKesson Customer Application.

Orders may be placed by email at [fluvaccine@mckesson.com](mailto:fluvaccine@mckesson.com).

Orders may be placed by phone at: 800-328-8111, Option 1

Fax: 866-889-4203

Website: <https://mms.mckesson.com>

Vendor will notify MMCAP immediately of any credit holds placed on pre-booking for any new or existing members. Vendor will fulfill MMCAP pre-book orders in the order of which they were received, resulting in first-in-first-out shipping.

**2.2.1 Cancellation** MMCAP Participating Facilities will be allowed to cancel a pre-book order at any time up until shipment with no penalty.

**2.3 Delivery.** MMCAP Participating Facilities orders will be shipped in the order of which they were received. In the event of a shortage or delay in production, Vendor will make best efforts to give MMCAP facilities the highest priority. Shipment of orders to MMCAP Participating Facilities will be shipped concurrent with all other orders Vendor has to satisfy and will not be shipped later than retail, hospital, or other group purchasing organization's influenza vaccine shipments.

**2.3.1 Packing and Shipment.**

A. All vaccine will be packed in suitable containers for protection in shipment and storage, and in accordance with applicable manufacturer specifications. Each container of a multiple container shipment must be identified to:

1. Show the number of the container and the total number of containers in the shipment; and
2. Identify the number of the container in which the packing slip has been enclosed.

B. All shipments must include a packing slip identifying: the MMCAP Participating Facility's Vendor account number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required.

C. Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by the MMCAP Office.

D. Shipping containers must have appropriate identification of storage requirements on the outside of the container (e.g. refrigerate upon arrival).

**2.3.2 Invoicing.** Vendor agrees that MMCAP Participating Facilities will be invoiced at the MMCAP contract price for MMCAP-contracted products throughout the term of this Contract. Vendor will submit an invoice with each order. Invoices must be only for the amount of product delivered. At a minimum, the Vendor's invoice at minimum will contain the following fields:

- Facility Name
- Vendor-assigned account number for the MMCAP Participating Facility
- Invoice number
- MMCAP Participating Facility's purchase order number
- Invoice date
- NDC (11 digit)
- Product Name/Description
- Packaging as associated with NDC number
- Unit price
- Quantity ordered
- Quantity shipped
- Extension (unit price multiplied by the quantity shipped)
- Total invoice price
- Bill to address
- Ship to address

**2.3.2.1** The terms of this contract are for MMCAP Participating Facilities only.

**2.3.2.2 Payment Terms.** Net 30 days. Finance charge assessed monthly on past due amount at the rate of 1.5%. There are no additional charges when a credit card is used at time of order.

**2.4 Guaranteed Delivery Dates.** Shipment of products will begin in July and will continue to ship through October 10 of each season. Shipment of orders to MMCAP Participating Facilities will be shipped concurrent with all other Vendor orders and will not be shipped later than retail, hospital, or other group purchasing organization influenza vaccine shipments. Neither Vendor nor any of its affiliates can guarantee any specific delivery date nor be held liable for manufacturer delays or product shortages. Vendor ships products based on availability from the manufacturer. Product availability is

determined by the product manufacturer and is beyond Vendor's control. If Vendor cannot meet the October 10, 2014 delivery date, MMCAP Participating Facilities may reduce or cancel its order without penalty by notifying Vendor.

**2.5 First DataBank, Inc.** All contracted products must be included in the database of First DataBank, Inc., unless such designation is expressly waived by an MMCAP authorized representative. NDC numbers for each vaccine are confirmed by FDA. The items are set up usually in mid-April.

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

**2.6.1 Direct Marketing, Advertising, and Offers with Member Facilities.** Any direct advertising, marketing, or direct offers with MMCAP Participating Facilities for on- or off-contact products must be approved by MMCAP prior to release. Violation of this Article may be cause for immediate cancellation of this Contract and/or MMCAP may reject any proposal submitted by the Vendor in any subsequent solicitations for pharmaceutical and related products.

**2.6.2 Purchase Orders and Payment**

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

**2.6.2.2 Payment of Purchase Orders.** Each MMCAP Participating Facility will be responsible for payment of goods provided by Vendor. Payment Terms are net 30 days. Finance charge assessed monthly on past due amount at the rate of 1.5%. There are no additional charges when a credit card is used at time of order. The MMCAP Office will have no liability for an unpaid invoice of any MMCAP Member or MMCAP Participating Facility. Vendor agrees to invoice the MMCAP Participating Facility for all Products shipped. Vendor will accept Electronic Funds Transfer (EFT) for payment. At time of new account set up, the MMCAP Participating Facility will initiate this process with its bank. MMCAP Participating Facilities have all warranties, rights, remedies, and benefits under this Contract.

**2.6.2.3 Verification of Authorized Purchasers.** Upon request by MMCAP, Vendor must verify that it provides goods under this Contract only to MMCAP Participating Facilities. Vendor shall rely on the MMCAP membership listing at [www.mmcap.org](http://www.mmcap.org); as such list is updated from time to time. If such listing is incorrect, Vendor shall not be in breach of this Section.

**2.6.2.4 Funds available and authorized/non-appropriation.** Vendor will not be compensated for goods delivered under a Purchase Order by any entity other than the MMCAP Participating Facility that issued the Purchase Order. By submitting a Purchase Order the MMCAP Participating Facility represents it has sufficient funds then currently available and authorized for expenditure to finance the costs of the Purchase Order.

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

- (i) The MMCAP Participating Facility fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Participating Facility is prohibited from paying for such goods from the planned funding source; or

(iii) Vendor commits any material breach of this Contract or a Purchase Order and has not cured such material breach within thirty (30) days of being notified of such breach by the MMCAP Participating Facility.

- a) Upon receipt of written notice of termination, Vendor shall stop performance under the Purchase Order as directed by the MMCAP Participating Facility.
- b) Termination of a Purchase Order does not extinguish or prejudice the MMCAP Participating Facility's right to enforce the Purchase Order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance that has not been cured within thirty (30) days' notice of any material breach. If a Purchase Order is terminated, the MMCAP Participating Facility must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Participating Facility.

**2.6.2.6 Application of Public Records Law and Access to Records.** MMCAP Participating Facilities maintain the right to all data related to specific Purchase Orders placed with the Vendor; however, specific data related to pricing, contract information, and any other aspect of this Contract belong to MMCAP and may not be released by the MMCAP Participating Facility without the prior written consent of the MMCAP Office.

**2.7 Reports.**

**2.7.1 Pre-booking Reports.** Vendor must supply MMCAP with automatic monthly updates during pre-booking and delivery. The monthly reports must include the following data and be sorted by state, city and customer name (in that order):

- Customer Name
- Customer Number
- Order Number
- Bill to Address
- Bill to City
- Bill to State
- NDC
- Product Name
- Pack Size
- Contract Price
- Quantity Ordered (in packs)
- Quantity Shipped
- Extended Price (Quantity \* Price)
- Ship Date
- Tracking Number

**2.7.2 Final Sales Report.** Vendor(s) must supply to the MMCAP Office accurate monthly sales data by the last calendar day of the subsequent month. This data MUST include the following for every transaction between the Vendor and the MMCAP Participating Facility:

<b>Required Data Field Full Name</b>
MMCAP-assigned facility ID
MMCAP Facility Name
Vendor Distribution Center Code <b>(May be left blank)</b>
Vendor-assigned Account number for the MMCAP Facility
Invoice Number
Invoice Line Number
Purchase Order Number
Invoice date (mmdccyy)
Buyer name or equivalent of buyer ID for person submitting the invoices- <b>(May be left blank)</b>
Vendor's (distributor) SKU item number
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc. (for pharmaceuticals)
Label Name
Unit Dose (selling unit of measure)
Pack Size
Unit
Case Size
Dose
Strength <b>(May be left blank)</b>
Route <b>(May be left blank)</b>
Unit Price (99999.9999)
Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
Type of transaction (1=MMCAP contract purchase, 2=other contract purchase (340B,PHS), 3=not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Bill to Address 1
Bill to City
Bill to State (2 alpha postal code)
Bill to Zip (standard 5-4 format, no dash necessary)
Ship to Address 1
Ship to City
Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)
Service Fee (9999.9999)
MMCAP Contract Number (MMSxxxxx)
Admin fee for not-on-contract items (9999.9999) <b>(May be left blank)</b>
Credit Indicator (C for credit)
MMCAP Assigned Wholesaler Code (McKesson=1001)
Manufacture Name (MFG Name)
Class of Trade <b>(May be left blank)</b>
340B Purchase (1=True, 0=False) <b>(May be left blank)</b>

## Final Sales Report - Fixed Length Fields

Required Data Field Full Name	Field Name	Data Type	Format (note decimals are to be included)	Size	Nulls	Begin Column	End Column
MMCAP-assigned facility ID	MMCAP_id	Alpha Numeric		7	1	1	7
MMCAP Facility Name	MMCAP_Name	Alpha Numeric		30	1	8	37
Vendor Distribution Center Code (May be left blank)	DistributionCenter	Alpha Numeric		3	1	38	40
Vendor-assigned Account number for the MMCAP Facility	VendAccountNo	Alpha Numeric		10	1	41	50
Invoice Number	InvoiceNumber	Alpha Numeric		15	1	51	65
Invoice Line Number	InvoiceLineNo	Alpha Numeric		4	1	66	69
Purchase Order Number	poNumber	Alpha Numeric		15	1	70	84
Invoice date (mmddccyy)	InvoiceDate	numeric	mmddccyy	8	1	85	92
Buyer name or equivalent of buyer ID for person submitting the invoices	BuyerName	Alpha Numeric		20	1	93	112
Vendor's (distributor) SKU item number	SKU	Alpha Numeric		13	1	113	125
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.	NDC	Alpha Numeric	999999999	11	1	126	136
Label Name	LabelName	Alpha Numeric		40	1	137	176
Unit Dose	UD	numeric	9	1	1	177	177
Pack Size	Pack_Size	numeric	99999.999	9	1	178	186
Unit	Unit	Alpha Numeric		2	1	187	188
Case Size	Case_Size	numeric	9999	4	1	189	192
Dose	D	Alpha Numeric		10	1	193	202
Strength	STR	Alpha Numeric		10	1	203	212
Route	RT	Alpha Numeric		10	1	213	222
Unit Price (99999.9999)	UnitPrice	numeric	99999.9999	10	1	223	232
Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)	QuantityOrdered	numeric	999999.9999	11	1	233	243
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)	QuantityShipped	numeric	999999.9999	11	1	244	254
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)	ExtendedPrice	numeric	99999999.999	13	1	255	267
Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract	SaleType	Alpha Numeric		1	1	268	268
Bill to Address 1	billtoaddress1	Alpha Numeric		30	1	269	298
Bill to City	billtocity	Alpha Numeric		20	1	299	318
Bill to State (2 alpha postal code)	billtostate	Alpha Numeric		2	1	319	320
Bill to Zip (standard 5-4 format, no dash necessary)	billtozip	Alpha Numeric		9	1	321	329
Ship to Address 1	shiptoaddress1	Alpha Numeric		30	1	330	359
Ship to City	shiptocity	Alpha Numeric		20	1	360	379
Ship to State (2 alpha postal code)	shiptostate	Alpha Numeric		2	1	380	381
Ship to Zip (standard 5-4 format, no dash necessary)	shiptozip	Alpha Numeric		9	1	382	390
Service Fee (9999.9999)	ServiceFee	numeric	9999.9999	9	1	391	399
MMCAP Contract Number (MMSxxxxx)	contractnumber	Alpha Numeric		10	1	400	409
Admin fee for not-on-contract items (9999.9999)(May be left blank)	AdminFee	numeric	9999.9999	9	1	410	418
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	419	419
MMCAP Assigned Wholesaler Code				4	0	420	423
Manufacture Name (MFG Name)	MfgName	Alpha Numeric		40	1	424	463
Class of Trade (May be left blank)		Alpha Numeric		4	1	464	467
340B Purchase (1=True, 0=False)		Alpha Numeric		1	1	468	468

**2.7.3 Administrative Fee.** In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all contract purchases (minus any credits). The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to three percent (3%) of MMCAP Participating Facilities' purchases for all Products. Payments are due by the last calendar day of the month following each calendar quarter. (January, February, March is due April by the last calendar day of the month, April, May, June, is due July by the last calendar day of the month, July, August, September is due October by the last calendar day of the month and, October, November, December is due January by the last calendar day of the month.) If this amount does not cover all purchases, additional payments must be made monthly until all amounts due are fully paid. The check will be remitted to the following address:

MMCAP-State of Minnesota  
 Attn: Administrative Fee Coordinator  
 50 Sherburne Ave, Suite 112  
 St. Paul, MN 55155

Vendor is not required to pay administrative fees on excise tax amounts or returns. MMCAP is a "group purchasing organization" as used within 42 CFR Section 1001.952(j), and as such, it is an entity authorized to act as a purchasing agent for a group of entities who are furnishing services for which payment may be made in whole or in part under Medicare or a State health care program, and who are neither wholly-owned by MMCAP nor subsidiaries of a parent corporation that wholly owns MMCAP (either directly or through another wholly-owned entity), and the MMCAP program and this Agreement do and will continue to fully comply with the safe harbor described therein.

The parties intend to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(A) and the "Safe Harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h) and GPOs set forth at 42 C.F.R. §1001.952(j). In this regard, the parties acknowledge that Vendor will satisfy any and all requirements imposed on sellers by these safe harbors; and MMCAP and each MMCAP Participating Facility will satisfy any and all requirements imposed on buyers and GPOs, as applicable.

With payment, Vendor must submit an Administrative Fee Data Report. The Administrative Fee Data Report must contain the fields detailed above. A detailed data file in Microsoft Excel format will be provided upon contract execution. All required Administrative Fee Data Reports must be sent to: [Mn.MMCAP@state.mn.us](mailto:Mn.MMCAP@state.mn.us). Failure to comply with this provision may constitute breach of this Contract.

**2.8 DEA Number and HIN Numbers.** The Vendor may not require that an MMCAP Participating Facility have a Drug Enforcement Administration (DEA) number assigned to it in order to be eligible for contract pricing. If an MMCAP Participating Facility does not have a DEA number, MMCAP will have a Health Industry Number (HIN) assigned. The MMCAP Participating Facility must have applicable licensure to receive product based on the individual state requirements.

**2.9 Own Use.** All items acquired by MMCAP Participating Facilities under this contract are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

**2.10 Returned Goods/Credits.** MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

*GSK*= Non-returnable

*Novartis*= Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.

*bioCSL*= Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.

*Sanofi Pasteur*= Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.

*Medimmune*= Non-returnable.



Vendor will supply a copy of its returned goods/credit policy to MMCAP and/or Participating Facilities upon request.

**2.11 State Specific Requirements.** See Attachment A, which is attached and incorporated.

**2.12 Product Dating.** With the exception of FluMist, which has a shelf life of 4.5 months, all Products supplied to MMCAP Participating Facilities must have an expiration date of at least six months later than the delivery date unless the unique stability characteristics of the product require a shorter dating period. However, all Products supplied must still be usable on the date received by the MMCAP Participating Facility.

**2.13 Customer Service.**

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

- Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments
- Timely response to all MMCAP inquiries
- Performance of the business review as described in 2.13.3

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

**2.13.2 Vendor Customer Service Representatives/Group**

Vendor toll free ordering numbers, fax number, online web addresses and email for support or orders. Customer Service may be reached at (800) 328-8111 Option 1, via facsimile at (800) 237-9766, via email at [government.sales@mckesson.com](mailto:government.sales@mckesson.com), or online via Supply Manager at <https://mms.mckesson.com>.

**2.13.3. Business Reviews.** Vendor will perform at least one business review with MMCAP staff per contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address the following: a review of sales to members, pricing and contract terms, administrative fees, FDA and DEA issues, supply issues, pipeline update, outstanding contract issues, customer issues, and any other necessary information.

**2.14 Dispute Resolution**

Vendor and MMCAP will handle dispute resolution for unresolved contract eligibility issues using the following procedure:

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

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

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

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

**3. Authorized Representatives.** MMCAP's Authorized Representative is the MMCAP Contracting & Business Operations Manager, Department of Administration, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155. The Vendor's Authorized Representative is Therese Muggé.

**4 Assignment, Amendments, Waiver, and Contract Complete**

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

**4.2 Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed by both parties.

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

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

**5. Liability.** The Vendor must indemnify, save, and hold MMCAP, its agents, and employees harmless from any claims or causes of action brought by third parties, including attorneys' fees incurred by MMCAP, arising out of the negligence or willful misconduct of Vendor in performance of this Contract. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this contract. In no event will Vendor be liable to MMCAP under, in connection with, or related to this Contract for any indirect, incidental, special, punitive, or consequential damages whether or not Vendor is advised of the possibilities of those damages whether based on breach of contract, warranty, tort, product liability, or otherwise (including lost profits) from any cause.

VENDOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY VENDOR INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE. MMCAP SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF VENDOR HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS OR SERVICES NOT SET FORTH IN THE MMCAP CONTRACT.

**6. State Audits.** Minnesota Statutes Section 16C.05, subdivision 5, requires that the books, records, documents, and accounting procedures and practices of the vendor relevant to this contract are subject to examination by MMCAP and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract. Audits may be conducted by representatives of MMCAP in collaboration with other state and federal authorities. Such audits may only be conducted during ordinary business hours and upon reasonable notice to Vendor. Vendor and MMCAP and/or participating MMCAP Participating Facility shall each be responsible for its own costs associated with any audit, including reasonable costs related to production of records and/or other documents requested by the other party.

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

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

If the Vendor receives a request to release the data referred to in this clause, the Vendor must immediately notify MMCAP. MMCAP will give the Vendor instructions concerning the release of the data to the requesting party before the data is released.

**8. Publicity and Endorsement**

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

**8.2 Endorsement.** The Vendor must not claim that MMCAP endorses its products or services.

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

**10. Antitrust.** Deleted in its entirety.

**11. Force Majeure.** Neither party to this contract will be held responsible for delay or default caused by product release by the United States Food and Drug Administration, fire, riot, acts of God and/or war, or raw material shortage that are beyond that party's reasonable control. Manufacturers' failure to supply Vendor shall be considered a raw material shortage that is beyond Vendor's reasonable control.

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

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

- (a) Nonperformance of contractual requirements; or
  - (b) A material breach of any term or condition of this contract.
- Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.
- If the default remains after the opportunity for cure, the nondefaulting party may:
- (a) Exercise any remedy provided by law or equity;
  - (b) Terminate the contract or any portion thereof, including any orders issued against the contract; or
  - (c) Impose liquidated damages, as specified in the solicitation or contract.

**14. Certification.** Vendor certifies that (i) it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act that are applicable to a distributor, (ii) it has not adulterated or misbranded any products to be delivered pursuant to this agreement, within the meaning of the Food, Drug, and Cosmetic Act or any regulation of the Food and Drug Administration or the Minnesota State Board of Pharmacy, (iii) it will maintain all products according to all product storage requirements and specifications, including, without limitation, the product labeling and other instructions from the

applicable manufacturer, (iv) it will only purchase products directly from the original manufacturer and not from any alternate source other than a manufacturer-designated Authorized Distributor of Records (ADR), and (iv) it will maintain appropriate state & federal licensure. MMCAP acknowledges that Vendor is not the manufacturer of any influenza vaccines. Vendor shall assign to purchasers, to the extent permitted by the manufacturer, any manufacturers' warranties and indemnities applicable to influenza vaccines, and that Vendor disclaims all warranties express and implied, including warranties those of merchantability, non-infringement and fitness for a particular purpose, of the influenza vaccines.

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

**16. Insurance Requirements**

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

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

**Commercial General Liability Insurance:** Vendor will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for property damage, including loss of use which may arise from operations under the Contract.

- Insurance **minimum** limits are as follows:
- \$5,000,000 – per occurrence
- \$5,000,000 – annual aggregate
- \$5,000,000 – annual aggregate – Products/Completed Operations

- The following coverages must be included:
- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Contractual Liability
- Products and Completed Operations Liability
- MMCAP named as an Additional Insured

**Commercial Automobile Liability Insurance (If Applicable):**

Auto Liability insurance is not necessary unless the Vendor, Vendor's employees, or subcontractors will be driving on state property or on the property of Participating Facilities or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of MMCAP.

Vendor will maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Vendor will require the subcontractor to maintain Commercial Automobile Liability insurance.

- Insurance **minimum** limits are as follows:
- \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

**16.3 Additional Insurance Conditions:**

- In the absence of MMCAP's sole negligence, Vendor required insurance must be primary to any other valid and collectible insurance available to MMCAP with respect to claims arising out of Vendor's negligent acts, errors or omissions.
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days' advance written notice to MMCAP.
- Unless Vendor is self-insured or maintains captive insurance, Vendor's policy(ies) will include legal defense fees in addition to its policy limits;
- Unless Vendor is self-insured or maintains captive insurance, Vendor will obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and;
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Contract.

**16.4** MMCAP reserves the right to immediately terminate the Contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor.

**17. Minnesota Statutes Section 181.59.** The vendor will comply with the provisions of Minnesota Statutes Section 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) that a violation of this section is a misdemeanor; and
- (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract

**18. Affirmative Action.** Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

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

**18.2 Minnesota Statutes Section 363A.36.** Minnesota Statutes Section 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled

individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

**18.3 Minnesota Rules 5000.3400-5000.3600.**

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

**18.3.2 Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.

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

The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

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

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

**18.3.4 Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**19. Foreign Outsourcing**

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form (Attachment A) submitted with its proposal are true, accurate and incorporated into this contract by reference.

**20. E-Verify Certification**

As required by Minnesota Statutes Section 16C.075, for services valued in excess of \$50,000, Vendor certifies that as of the date of services performed on behalf of the State of Minnesota and MMCAP, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Vendor and made available to the State of Minnesota or MMCAP upon request.

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

**1. MCKESSON MEDICAL-SURGICAL  
MINNESOTA SUPPLY INC.**

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

By: [Signature]  
Title: Resident  
Date: 2/17/14

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

**2. STATE OF MINNESOTA FOR MMCAP**  
In accordance with Minn. Stat. ' 16C.03, Subd. 3

By: [Signature]  
Title: Pharm. Analyst  
Date: 2-18-14

**3. COMMISSIONER OF ADMINISTRATION**  
In accordance with Minn. Stat. ' 16C.05, Subd. 2

By: [Signature]  
Title: \_\_\_\_\_  
Date: FEB 18, 2014

**ATTACHMENT A TO  
MMCAP Standard Contract Terms and Conditions**

**2.11.1 STATE OF NEW YORK (RESERVED)**

**2.11.2 STATE OF FLORIDA**

The following applies only purchases made by entities designed by the State of Florida.

**1. Vendor Registration**

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule.

A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at <http://www.myflorida.com>). Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8 a.m. - 5:30 p.m. Eastern Time) to register.

**2. Transaction Fee**

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE. The 1% fee is added on top of the price. The State of Florida must provide a current W-9 form for Vendor to process Administrative Fee, if awarded contract.**

**2.11.3 STATE OF CALIFORNIA (RESERVED)**



**2.11.4 STATES OF GEORGIA, OKLAHOMA, SOUTH CAROLINA AND WASHINGTON**

The following applies only purchases made by entities designed by the States of Georgia, Oklahoma, South Carolina and Washington and are authorized by laws in each respective state.

Vendor will add the following state procurement fees to its contract prices with MMCAP. These will be considered “pass through” fees paid by the affected MMCAP Participating Facilities in the applicable state in addition to the cost of the Vendor’s goods.

<b>State Procurement Fees</b>	
<b>State</b>	<b>Administrative Fee Percentage</b>
Georgia	2%
Oklahoma	1%
South Carolina	1%
Washington	0.74%

Upon distribution of all vaccine pursuant to this contract, but no later than April 1, 2015, Vendor will pay to the corresponding state recipient listed below the total amount collected during the term of this contract for net sales applicable to that state.

Sales reports must be in Excel spreadsheet format and must contain the following fields: Vendor, Part Number/SKU, Item Description, Customer Name, NIGP Code, Unit of Measure (Packaging), Volume Quantity, Order Date, Date Delivered, List Price, Contract Price, Total Contract Spend, Total State Procurement Fee Owed Off Contract Price. Vendor will work to accommodate any individual state reporting requirements.

**Georgia payments and reports must be sent to:**

Department of Administrative Services  
 Finance & Administration Division  
 Finance and Administration Division Director  
 Sloppy Floyd Building  
 200 Piedmont Avenue, S.E.  
 Suite 1820, West Tower  
 Atlanta, Georgia 30334-9010

**Oklahoma payments and reports must be sent to:**

(U.S. POSTAL SERVICE)  
 Oklahoma Department of Central Services,  
 Central Purchasing Division  
 P.O. Box 528803  
 Oklahoma City, OK 73152

(COMMON CARRIER)  
 Oklahoma Department of Central Services,  
 Central Purchasing Division  
 2401 N. Lincoln, Ste 116  
 Oklahoma City, OK 73105

**South Carolina payments and reports must be sent to:**

Materials Management Office  
Attn: Contract Admin. Fee  
1201 Main Street, Suite 600  
Columbia, S.C. 29201.

Payments must be made to the order of the Materials Management Office.

The State of South Carolina must provide a current W-9 form for Vendor to process the Administrative Fee.

**Auditing and Contract Close Out.** In addition to the Audit clause of Article 6 of this contract, all sales reports and Fee payments will be subject to audit by the applicable State requesting the procurement fee.

**Late Payment Fee.** All amounts that become payable by the Vendor under this contract must bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate will be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), will be variable, and will be adjusted effective at the close of business on the day of any change in the prime rate.

In the event the Vendor fails to make any payment when due, Vendor will be liable to the applicable state for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this contract.

**Washington payments and reports must be sent to:**

Fees are applicable only to facilities governed by the State of Washington (e.g., cities and counties would not be subject to this fee).

State of Washington, Department of Enterprise Services  
Finance Department  
1500 Jefferson Street  
Mail Stop 41460  
Olympia, WA 98501

DES reserves the right to audit, or have a designated third party audit, applicable records to ensure that the DES has been properly invoiced and all Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Procurement Fee payment must reference the Contract number, Work Request Number (if applicable) and the year and quarter for which the Fee is being remitted.

**2.11.5 ALL OTHER STATES**

In the event any other MMCAP members require additional contract terms or conditions or collects a service or transaction fee or other type of administrative fee from the Vendor, those terms and conditions or fees must be amended into the MMCAP contract. For example, if a Member state requires a one percent (1%) service fee to be paid by the MMCAP-contracted Vendor, the MMCAP Member must present the information to MMCAP and an amendment to the contract will be issued that will change the cost of the products to that state to include the fee.

### AMENDMENT ONE TO MMCAP CONTRACT MMS14005

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

#### Contract Amendment

**Effective February 26, 2014**

**Table 1 of Article 2.1** of the Original Contract is amended to reduce the pricing on the following products for the 2014-2015 season.

Mfg Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)	FL, CA, OK, SC Cost (Prices do not include FET)	GA Cost (Prices do not include FET)
Novartis Vaccines	Fluvirin TIV	0.5 ml prefilled syringes	Pack of 10	\$73.50	\$74.04	\$74.24	\$74.97
Novartis Vaccines	Fluvirin TIV	5 ml MD vial	10 dose	\$66.50	\$66.99	\$67.17	\$67.83
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months of age and older	10 dose	\$154.50	\$155.64	\$156.05	\$157.59

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

**1. McKesson Medical-Surgical Minnesota Supply Inc.**

By: [Signature]  
 Title: President, McKesson Medical Surgical  
 Date: March 4, 2014

**2. State of Minnesota, MMCAP Program**

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

By: [Signature]  
 Title: SRA P  
 Date: 3-4-2014

**3. Commissioner of Administration**

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

By: [Signature]  
 Date: March 4, 2014

**McKesson Medical-  
Surgical MN Supply Inc.  
Contract MMS14005**

**Amendments 2 - 6  
are not posted for  
viewing**

**AMENDMENT 7 TO MMCAP CONTRACT MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); McKesson Medical-Surgical Minnesota Supply Inc. 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

**Contract Amendment**

**Effective January 12, 2015**

**Revision 1: Article 1.2 Expiration date is amended to:** December 31, 2016, with the option to extend for two additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 21.

**Revision 2: Table 1 of Article 2.1 of the Original Contract is amended to add the following products for the 2015-2016 season.**

Table 1

<b>Mfr. Name</b>	<b>Product Name</b>	<b>Container Type</b>	<b>Pack Size</b>	<b>Price Per Container (Prices do not include FET)</b>	<b>FL, OK, SC Cost (Prices do not include FET)</b>	<b>Georgia Cost (Prices do not include FET)</b>	<b>Max. Quantity to MMCAP</b>
GSK	FluLaval Quadrivalent	5 ml MD vial	10 dose	\$158.05	\$159.63	\$161.21	150,000 doses
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes	Pack of 10	\$169.05	\$170.74	\$172.43	150,000 doses
bioCSL	Afluria TIV	0.5ml prefilled syringes	Pack of 10	\$100.00	\$101.00	\$102.00	400,000 doses
bioCSL	Afluria TIV	5 ml MD vial	10 dose	\$90.00	\$90.90	\$91.80	500,000 doses
MedImmune	Flumist	Nasal sprayer	Pack of 10	\$181.30	\$183.11	\$184.93	250,000 doses
Novartis Vaccines	Flucelvax	0.5 ml prefilled syringes	Pack of 10	\$82.49	\$83.32	\$84.14	400,000 doses
Novartis Vaccines	Fluvirin TIV	0.5 ml prefilled syringes	Pack of 10	\$82.49	\$83.32	\$84.14	600,000 doses
Novartis Vaccines	Fluvirin TIV	5 ml MD vial	10 dose	\$73.65	\$74.39	\$75.12	500,000 doses
Sanofi Pasteur	Fluzone TIV	5ml MD vial; 6 months of age and older	10 dose	\$89.33	\$90.22	\$91.12	600,000 doses

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months of age and older	10 dose	\$151.87	\$153.39	\$154.91	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$160.88	\$162.49	\$164.10	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$168.92	\$170.61	\$172.30	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$200.85	\$202.86	\$204.87	150,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$311.73	\$314.85	\$317.97	250,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	TBD	TBD	TBD	150,000 doses

**Revision 3: 2.10 Returned Goods/Credits.** Is amended to include return and credit information for the 2015-2016 season. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

GSK= Non-returnable.

Novartis= Non-returnable.

bioCSL= Non-returnable.

Sanofi Pasteur= Non-returnable.

Medimmune= Non-returnable.

Vendor will supply a copy of its returned goods/credit policy to MMCAP and/or Participating Facilities upon request.

AMENDMENT 7 TO MMCAP CONTRACT MMS14005

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

**1. McKesson Medical-Surgical Minnesota Supply Inc.**

By: [Signature]  
Title: VP & COO  
Date: 1/23/2015

**2. State of Minnesota, MMCAP Program**

In accordance with Minn. Stat. § 16C.03, subd. 3  
By: [Signature]  
Title: Pharmacy Analyst  
Date: 1-26-15

**3. Commissioner of Administration**

In accordance with Minn. Stat. § 16C.05, subd. 2  
By: [Signature]  
Date: Jan 26, 2015

## AMENDMENT EIGHT TO MMCAP CONTRACT MMS14005

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

### Contract Amendment

Effective March 2, 2015

**Revision 1:** Table 1 of Article 2.1 is amended to reduce the pricing of the following \* Products for the 2015-2016 season.

**Revision 2:** Table 1 of Article 2.1 is amended to add pricing for Fluzone Quadrivalent Intradermal, No Preservative for the 2015-2016 season.

Table 1

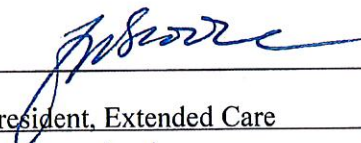
Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
GSK	FluLaval Quadrivalent*	5 ml MD vial	10 dose	\$147.58	\$149.06	\$150.53	150,000 doses
GSK	Fluarix Quadrivalent*	0.5ml prefilled syringes	Pack of 10	\$158.10	\$159.68	\$161.26	150,000 doses
bioCSL	Afluria TIV	0.5ml prefilled syringes	Pack of 10	\$100.00	\$101.00	\$102.00	400,000 doses
bioCSL	Afluria TIV*	5 ml MD vial	10 dose	\$85.00	\$85.85	\$86.70	500,000 doses
MedImmune	Flumist	Nasal sprayer	Pack of 10	\$181.30	\$183.11	\$184.93	250,000 doses
Novartis Vaccines	Flucelvax*	0.5 ml prefilled syringes	Pack of 10	\$80.49	\$81.29	\$82.10	400,000 doses
Novartis Vaccines	Fluvirin TIV*	0.5 ml prefilled syringes	Pack of 10	\$80.49	\$81.29	\$82.10	600,000 doses
Novartis Vaccines	Fluvirin TIV*	5 ml MD vial	10 dose	\$70.45	\$71.15	\$71.86	500,000 doses
Sanofi Pasteur	Fluzone TIV*	5ml MD vial; 6 months of age and older	10 dose	\$83.90	\$84.74	\$85.58	600,000 doses




Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent*	5ml MD vial; 6 months of age and older	10 dose	\$142.83	\$144.26	\$145.69	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative*	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$155.31	\$156.86	\$158.42	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative*	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$160.87	\$162.48	\$164.09	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose*	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$191.09	\$193.00	\$194.91	150,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative*	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$287.36	\$290.23	\$293.11	250,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	\$174.92	\$176.67	\$178.42	150,000 doses

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

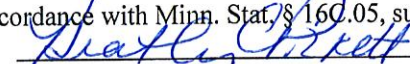
**1. McKesson Medical-Surgical Minnesota Supply Inc.**

By:   
 Title: President, Extended Care  
 Date: 3/6/15

**2. State of Minnesota, MMCAP Program**

In accordance with Minn. Stat. § 16C.03, subd. 3  
 By:   
 Title: SPA-P  
 Date: 3/9/2015

**3. Commissioner of Administration**

In accordance with Minn. Stat. § 16C.05, subd. 2  
 By:   
 Date: March 9, 2015

**AMENDMENT NINE TO MMCAP CONTRACT MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

**Contract Amendment**

**Effective April 8, 2015**

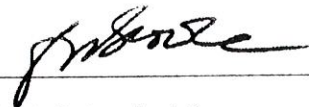
**Revision 1: Table 1 of Article 2.1 is amended to reduce the pricing of the following Products for the 2015-2016 season.**

Table 1

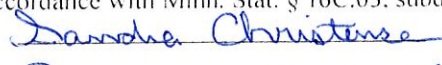
Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$151.31	\$152.82	\$154.34	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$158.87	\$160.46	\$162.05	150,000 doses
Novartis Vaccines	Fluvirin TIV	0.5 ml prefilled syringes	Pack of 10	\$79.69	\$80.49	\$81.28	600,000 doses

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

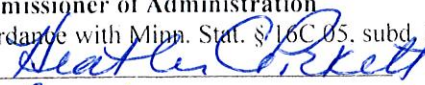
**1. McKesson Medical-Surgical Minnesota Supply Inc.**

By:   
 Title: President, Extended Care  
 Date: 4/23/2015

**2. State of Minnesota, MMCAP Program**

In accordance with Minn. Stat. § 16C.03, subd. 3  
 By:   
 Title: Pharmacy Analyst  
 Date: 04-23-2015

**3. Commissioner of Administration**

In accordance with Minn. Stat. § 16C.05, subd. 2  
 By:   
 Date: April 27, 2015

## AMENDMENT TEN TO MMCAP CONTRACT MMS14005

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

## Contract Amendment

Effective February 1, 2016

**Revision 1: Article 1.2 Expiration date:** December 31, 2017, with the option to extend for one additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 21.

**Revision 2: Table 1 of Article 2.1 is amended to add Products and pricing for the 2016-2017 season.**

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
GSK	FluLaval Quadrivalent	5 ml MD vial;	10 dose; 3yrs & above	\$154.28	\$155.82	\$157.37	150,000 doses
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes	Pack of 10; 3yrs & above	\$168.51	\$170.20	\$171.88	150,000 doses
MedImmune	Flumist Quadrivalent	Nasal sprayer	Pack of 10; 2-49 yrs.	\$181.30	\$183.11	\$184.93	250,000 doses
Protein Sciences	Flublok	0.5ml single dose vials	Pack of 10; 18yrs & above	\$350.00	\$353.50	\$357.00	200,000doses
Seqirus	Afluria TIV	0.5ml prefilled syringes	Pack of 10; 9yrs & above	\$100.97	\$101.98	\$102.99	400,000 doses
Seqirus	Afluria TIV	5 ml MD vial	10 dose; 9yrs & above	\$86.13	\$86.99	\$87.85	500,000 doses

<b>Mfr. Name</b>	<b>Product Name</b>	<b>Container Type; Age indication</b>	<b>Pack Size</b>	<b>Price Per Container (Prices do not include FET)</b>	<b>FL, OK, SC Cost (Prices do not include FET)</b>	<b>Georgia Cost (Prices do not include FET)</b>	<b>Max. Quantity to MMCAP</b>
Seqirus	Fluad	0.5ml prefilled syringes	Pack of 10; 65yrs & above	\$295.64	\$298.60	\$301.55	200,000 doses
Seqirus	Flucelvax Quadrivalent	0.5 ml prefilled syringes; 18yrs & above	Pack of 10	\$TBD	\$TBD	\$TBD	200,000 doses
Seqirus	Fluvirin TIV	0.5 ml prefilled syringes; 4yrs and above	Pack of 10	\$100.97	\$101.98	\$102.99	600,000 doses
Seqirus	Fluvirin TIV	5 ml MD vial; 4yrs & above	10 dose	\$86.13	\$86.99	\$87.85	500,000 doses
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months of age and older	10 dose	\$147.17	\$148.64	\$150.11	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	\$158.83	\$160.42	\$162.01	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	\$163.60	\$165.24	\$166.87	150,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	\$208.40	\$210.48	\$212.57	150,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	\$356.74	\$360.31	\$363.88	250,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	\$158.83	\$160.42	\$162.01	150,000 doses

**Revision 3: Article 2.10 Return Goods/Credits:** Is amended to include return and credit information for the 2016-2017 season. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

GSK= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Medimmune= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Protein Sciences= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Sanofi Pasteur= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Seqirus= McKesson standard policy allows up to a 20% over 30 units return of the prebook.

Vendor will supply a copy of its return goods credit policy to MMCAP and or Participating Facilities upon request.

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

**1. McKesson Medical-Surgical Minnesota Supply Inc.**

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

Title: President

Date: 2/18/2016

**2. State of Minnesota, MMCAP Program**

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

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

Title: SFA P

Date: 2/18/2016

**3. Commissioner of Administration**

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

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

Date: Feb. 19, 2016

**AMENDMENT ELEVEN TO MMCAP CONTRACT MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); McKesson Medical-Surgical Minnesota Supply Inc. 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

**Contract Amendment**

**Effective May 26, 2016**

**Revision 1: Table 1 of Article 2.1 is amended to add the pricing of the following Product for the 2016-2017 season.**

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)	Max. Quantity to MMCAP
Seqirus	Flucelvax Quadrivalent No Preservative	0.5ml prefilled syringes; 18 years and above	Pack of 10	\$141.72	\$143.14	\$144.55	200,000 doses

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

**1. McKesson Medical-Surgical Minnesota Supply Inc.**

By: [Signature]  
 Title: Area President, EC Sales  
 Date: 6/14/16

**2. State of Minnesota, MMCAP Program**

In accordance with Minn. Stat. § 16C.03, subd. 3  
 By: [Signature]  
 Title: Pharmacy Analyst  
 Date: 6-22-16

**3. Commissioner of Administration**

In accordance with Minn. Stat. § 16C.05, subd. 2  
 By: [Signature]  
 Date: 6/22/2016

McKesson Medical-  
Surgical Minnesota  
Supply

MMS14005

Amendment #12-#14

Not posted

For viewing

**AMENDMENT FIFTEEN TO MMCAP CONTRACT MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

**Contract Amendment**  
(1885JV)

**Effective February 7, 2017** or when fully executed whichever is later.

**Revision 1: Article 1.2 Expiration date:** December 31, 2018, or as cancelled pursuant to clause 21.

**Revision 2: Table 1 of Article 2.1 is amended to add Products and pricing for the 2017-2018 season.**

Table 1

<b>Mfr. Name</b>	<b>Product Name</b>	<b>Container Type; Age indication</b>	<b>Pack Size</b>	<b>Price Per Container</b> (Prices do not include FET)	<b>FL, OK, SC Cost</b> (Prices do not include FET)	<b>AK Cost</b> (Prices do not include FET)	<b>Georgia Cost</b> (Prices do not include FET)
GSK	FluLaval Quadrivalent	5 ml MD vial; 6 months & above	10 dose	<b>\$154.28</b>	\$155.82	\$156.59	\$157.37
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes; 3yrs & above	Pack of 10	<b>\$168.51</b>	\$170.20	\$171.04	\$171.88
MedImmune	Flumist Quadrivalent	Nasal sprayer; 2-49 yrs.	Pack of 10	<b>\$190.49</b>	\$192.39	\$193.35	\$194.30
Protein Sciences	Flublok Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	<b>\$400.00</b>	\$404.00	\$406.00	\$408.00
Seqirus	Afluria TIV	0.5ml prefilled syringes; 5yrs & above	Pack of 10	<b>\$107.48</b>	\$108.55	\$109.09	\$109.63
Seqirus	Afluria TIV	5 ml MD vial; 5yrs & above	10 dose	<b>\$98.30</b>	\$99.28	\$99.77	\$100.27
Seqirus	Afluria Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	<b>\$130.61</b>	\$131.92	\$132.57	\$133.22
Seqirus	Afluria Quadrivalent	5 ml MD vial; 18 yrs & above	10 dose	<b>\$121.67</b>	\$122.89	\$123.50	\$124.10
Seqirus	Fluad	0.5ml prefilled syringes; 65yrs & above	Pack of 10	<b>\$399.18</b>	\$403.17	\$405.17	\$407.16
Seqirus	Flucelvax Quadrivalent	0.5 ml prefilled syringes; 4 yrs & above	Pack of 10	<b>\$156.64</b>	\$158.21	\$158.99	\$159.77
Seqirus	Flucelvax Quadrivalent	5mL MD vial; 4 yrs and above	10 doses	<b>\$147.31</b>	\$148.78	\$149.52	\$150.26



<b>Mfr. Name</b>	<b>Product Name</b>	<b>Container Type; Age indication</b>	<b>Pack Size</b>	<b>Price Per Container</b> (Prices do not include FET)	<b>FL, OK, SC Cost</b> (Prices do not include FET)	<b>AK Cost</b> (Prices do not include FET)	<b>Georgia Cost</b> (Prices do not include FET)
Seqirus	Fluvirin TIV	0.5 ml prefilled syringes; 4yrs and above	Pack of 10	<b>\$107.48</b>	\$108.55	\$109.09	\$109.63
Seqirus	Fluvirin TIV	5 ml MD vial; 4yrs & above	10 dose	<b>\$98.30</b>	\$99.28	\$99.77	\$100.27
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months and above	10 dose	<b>\$147.17</b>	\$148.64	\$149.38	\$150.11
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	<b>\$158.84</b>	\$160.43	\$161.22	\$162.02
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	<b>\$158.84</b>	\$160.43	\$161.22	\$162.02
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	<b>\$167.50</b>	\$169.18	\$170.01	\$170.85
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	<b>\$410.96</b>	\$415.07	\$417.12	419.18
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	<b>\$158.84</b>	\$160.43	\$161.22	\$162.02

**Revision 3: Article 2.10 Return Goods/Credits:** Is amended to include return and credit information for the 2017-2018 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

- Only customers who pre-book 300 or more doses (30 units) by June 01, 2017 and receive their full pre-book on or before November 17, 2017 will have the right to return up to 20% per vendor, excluding FluMist® of unopened products for the 2017-2018 influenza season, according to the guidelines below:
  - Full vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2018 and March 01, 2018, and in accordance with McKesson Medical-Surgical's vaccine guidelines.
  - Only full units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.
  - Customer will receive a credit for eligible doses returned to McKesson between February 01, 2018 and March 01, 2018 in the subsequent influenza season on or before December 31, 2018.

➤ FluMist® Return Policy:

Customers that pre-book by June 30<sup>th</sup>, 2017 will have 100% returnability on unused, unopened, full carton product

Customers that pre-book July 1, 2017 or after may return up to 50% on unused, unopened full carton product.

**Revision 4:** Effective when signed, **Article 2.7.3 Administrative Fee**, of the Original Contract, is amended to change the administrative fee remittance address to:

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

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

**1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.**

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

By: *Marcus G. Ahn*  
Title: Proposal Manager  
Date: 2-10-2017

**2. STATE OF MINNESOTA FOR MMCAP**

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

By: *Lisa Vandekerk*  
Title: SPAR  
Date: 2/13/2017

**3. COMMISSIONER OF ADMINISTRATION**

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

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

By: *Heather Brkett*  
Title: \_\_\_\_\_  
Date: Feb. 13 2017

McKesson Medical-  
Surgical Minnesota  
Supply

MMS14005

Amendment #16

Not posted

For viewing

**AMENDMENT NO. 17 TO MMCAP CONTRACT NO. MMS14005**

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Ave North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

The State of Minnesota recently enacted legislation requiring Israel Anti-discrimination Language in all contracts valued over \$50,000. MMCAP and the Vendor are willing to amend the Original Contract as stated below

**Contract Amendment**  
(MJ)

**Revision 1:** Effective when fully signed, the following new contract article will be added to the Original Contract:

**22 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this article, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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

**1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.**

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

By: [Signature]  
Stanton McCortb  
Title: President, Medical-Surgical  
Date: 12/20/17

**2. STATE OF MINNESOTA FOR MMCAP**  
In accordance with Minn. Stat. § 16C.03, subd. 3

By: [Signature]  
Title: SPA-C  
Date: 12/20/2017

**3. COMMISSIONER OF ADMINISTRATION**  
In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Signature]  
Title: AMS  
Date: 12/20/2017

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

**AMENDMENT NO. 18 TO MMCAP CONTRACT NO. MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

**Contract Amendment**

(1936JV)

**Effective February 2, 2018** or when fully executed whichever is later.

**Revision 1: Table 1 of Article 2.1 is amended to add Products and pricing for the 2018-2019 season.**

Table 1

<b>Mfr. Name</b>	<b>Product Name</b>	<b>Container Type; Age indication</b>	<b>Pack Size</b>	<b>Price Per Container</b> (Prices do not include FET)	<b>FL, OK, SC Cost</b> (Prices do not include FET)	<b>AK Cost</b> (Prices do not include FET)	<b>Georgia Cost</b> (Prices do not include FET)
GSK	FluLaval Quadrivalent	5 ml MD vial; 6 months & above	10 dose	<b>160.98</b>	162.59	163.40	164.20
GSK	FluLaval Quadrivalent	0.5ml prefilled syringes; 6 months & above	Pack of 10	<b>176.01</b>	177.77	178.65	179.53
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes; 6 months & above	Pack of 10	<b>176.01</b>	177.77	178.65	179.53
Seqirus	Afluria Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	<b>153.24</b>	154.77	155.54	156.31
Seqirus	Afluria Quadrivalent	5 ml MD vial; 18 yrs & above	10 dose	<b>142.26</b>	143.68	144.39	145.11
Seqirus	Fluad	0.5ml prefilled syringes; 65yrs & above	Pack of 10	<b>433.50</b>	437.84	440.00	442.17
Seqirus	Flucelvax Quadrivalent	0.5 ml prefilled syringes; 4 yrs & above	Pack of 10	<b>153.24</b>	154.77	155.54	156.31
Seqirus	Flucelvax Quadrivalent	5mL MD vial; 4 yrs and above	10 doses	<b>142.26</b>	143.68	144.39	145.11
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months and above	10 dose	<b>154.67</b>	156.22	156.99	157.76
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	<b>166.34</b>	168.00	168.84	169.67
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	<b>166.34</b>	168.00	168.84	169.67
Sanofi Pasteur	Fluzone Quadrivalent	0.25ml prefilled syringe; 6 months	Pack of 10	<b>166.34</b>	168.00	168.84	169.67

**AMENDMENT NO. 18 TO MMCAP CONTRACT NO. MMS14005**

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
	No Preservative Pediatric Dose	to 35 months of age					
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	<b>456.12</b>	460.68	462.96	465.24
Sanofi Pasteur	Flublok Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	<b>456.12</b>	460.68	462.96	465.24

**Revision 2: Article 2.10 Return Goods/Credits:** Is amended to include return and credit information for the 2018-2019 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

- Only customers who pre-book 300 or more doses (30 units) by June 01, 2018 and receive their full pre-book on or before November 16, 2018 will have the right to return up to 20% per vendor of unopened products for the 2018-2019 influenza season, according to the guidelines below:
  - Full vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2019 and March 01, 2019, and in accordance with McKesson Medical-Surgical's vaccine guidelines.
  - Only full units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.
  - Customer will receive a credit to their McKesson account for eligible doses returned to McKesson.

**Revision 3: 2018-2019 McKesson Prebook order form added as Exhibit A.**

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

**1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.**

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

DocuSigned by:  
 By: Stanton J. McLomb  
3A20411B7B33403...  
 Title: President  
 Date: February 13, 2018

**2. STATE OF MINNESOTA FOR MMCAP**

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

By: Debra P. L. Burandt  
 Title: SPTA Coordinator  
 Date: 2.14.2018

**3. COMMISSIONER OF ADMINISTRATION**

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

By: Lynn A. Klessig  
 Title: AMS  
 Date: 2/14/2018

MFR	TEMPLATE ID#	Description	Age Range	Doses per Vial/ Box	CPT Code	Preservative Status	2017 - 2018 Reference Quantity Used	Total Quantity Vials/ Boxes	Price per Vial/Box	Extended Price
Seqirus	SQAFVLV18	AFLURIA <sup>®</sup> , QUAD MDV 5mL	5 years and above	10 Doses/ Vial	90688	Contains Preservative			\$ 142.26	
	SQAFLSYR18	AFLURIA <sup>®</sup> , QUAD SYR 0.5mL	5 years and above	10 Doses/Box	90686	Preservative Free			\$ 153.24	
	SQCELVL18	FLUCELVAX <sup>®</sup> , QUAD MDV 5mL	4 years and above	10 Doses/ Vial	90756	Contains Preservative			\$ 142.26	
	SQCELSYR18	FLUCELVAX <sup>®</sup> , QUAD SYR 0.5mL	4 years and above	10 Doses/Box	90674	Preservative Free			\$ 153.24	
	SADSYR18	FLUAD <sup>®</sup> , TRI SYR 0.5mL	65 years and above	10 Doses/Box	90653	Preservative Free			\$ 433.50	
Sanofi	SPQVL18	FLUZONE <sup>®</sup> , QUAD MDV 5mL	6 - 35 months .25mL: 3 years and above .5mL	10 Doses/ Vial	90687/ 90688	Contains Preservative			\$ 154.67	
	SPQSDV18	FLUZONE <sup>®</sup> , QUAD SDV 0.5mL	3 years and above	10 Doses/Box	90686	Preservative Free			\$ 166.34	
	SPQPED18	FLUZONE <sup>®</sup> , QUAD Pediatric SYR 0.25mL	6 - 35 months	10 Doses/Box	90685	Preservative Free			\$ 166.34	
	SPHIGH18	FLUZONE <sup>®</sup> High-Dose, TRI SYR 0.5mL	65 years and above	10 Doses/Box	90662	Preservative Free			\$ 456.12	
	SPQSYR18	FLUZONE <sup>®</sup> , QUAD SYR 0.5mL	3 years and above	10 Doses/Box	90686	Preservative Free			\$ 166.34	
Protein Sciences	PSQSYR18	FLUBLOX <sup>®</sup> , QUAD SYR 0.5mL	18 years and above	10 Doses/ Box	90682	Preservative Free			\$ 456.12	
GSK	GQSYRX18	FLUARIX <sup>®</sup> , QUAD SYR 0.5mL	3 years and above	10 Doses/Box	90686	Preservative Free			\$ 176.01	
	GSKQVL18	FLULAVAL <sup>®</sup> , QUAD MDV 5mL	6 months and above	10 Doses/ Vial	90688	Contains Preservative			\$ 160.98	
	GSKSYR18	FLULAVAL <sup>®</sup> , QUAD SYR 0.5mL	6 months and above	10 Doses/Box	90686	Preservative Free			\$ 176.01	
AstraZeneca	AZSPRY18	FLUMIST <sup>®</sup> , QUAD Intranasal Spray	2 - 49 years	10 Doses/ Box	90672	Preservative Free				
<b>Total Flu Vaccine Prebook</b>										
				<b>Total Doses</b>				<b>Total Quantity</b>		<b>Total Price</b>

Vaccine cost includes \$0.75 per dose Federal Excise Tax.

**All prebooks not canceled by July 13, 2018 automatically turn into orders.**

**I acknowledge that I have read this document in its entirety and agree to the terms and conditions stated herein. I am authorized to order flu vaccines on behalf of this practice.**

Account Number		Date*	
Ship-to Account Number		Signature*	
Provider Name			
Address		P.O. Number	
City/State		Phone	
Zip		Fax	
Account Manager		Provider Email	

**FluWise**

MMS14005 Exhibit A

**MCKESSON****2018 – 2019 Influenza Vaccine  
Pre-book Form**Send to: [fluconnection@mckesson.com](mailto:fluconnection@mckesson.com)  
Fax: 1.855.888.6358

Account Number			
Ship-to Account Number			
Provider Name			
Address		P.O. Number	
City/State		Phone	
Zip		Fax	
Account Manager		Provider Email	

**Influenza Resources**Pre-book online at  
[mms.mckesson.com/flu](http://mms.mckesson.com/flu)Contact your  
Account ManagerHave flu questions? Contact the  
Flu Team at 877.MCK4FLU (877.625.4358)  
or [fluconnection@mckesson.com](mailto:fluconnection@mckesson.com)**Terms of Sale**

Prices are subject to change without prior notification. Neither McKesson Medical-Surgical nor any of its affiliates ("McKesson") guarantee any specific delivery date or quantity. McKesson will not be held liable for any delays or product shortages.

You agree that this is a binding order which may only be canceled by delivering McKesson written notice of cancellation prior to July 13, 2018. By placing this order, you agree to purchase the designated Flu Vaccine upon delivery. You further agree that, with mutual approval of the member/customer and McKesson, McKesson may substitute products at the same sales price as long as the substitute product has an equal or greater age indication and is provided in the same form. After July 13, 2018, you may cancel only the quantity of Flu Vaccine that McKesson fails to deliver by November 16, 2018. The sale price indicated includes freight unless separately identified on the invoice. McKesson's standard terms of sales are incorporated by reference and apply to this order for Flu Vaccine.

IN NO EVENT SHALL MCKESSON BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS OR THE PROVISION OF SERVICES, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**Return Policy**

Only customers who pre-book 300 or more doses (30 units) by June 01, 2018 and receive their full pre-book on or before November 16, 2018 will have the right to return up to 20% per vendor, excluding FluMist®, of unopened products for the 2018 – 2019 influenza season, according to the guidelines below:

- Customer will receive a credit for eligible doses returned to McKesson between February 01, 2019 and March 01, 2019 in the subsequent influenza season on or before December 31, 2019.
- Unopened vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2019 and March 01, 2019, and in accordance with McKesson Medical-Surgical's vaccine guidelines.
- Only unopened units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.

**For Example:**

- A purchase of 30 vials = 6 unopened vials eligible for return
- A purchase of 33 vials = 6.6, rounded down to 6 unopened vials eligible for return
- A purchase of 6 boxes of syringes = 60 doses = Not eligible (minimum order quantity not met)





**AMENDMENT NO. 19 TO MMCAP CONTRACT NO. MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Ave North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

**Contract Amendment**

(1939JV)

Effective February 21, 2018 or when fully executed whichever is later.

Revision 1: Table 1 of Article 2.1 is amended to add Products and pricing for the 2018-2019 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
GSK	FluLaval Quadrivalent	5 ml MD vial; 6 months & above	10 dose	<b>153.48</b>	155.01	155.78	156.55
GSK	FluLaval Quadrivalent	0.5ml prefilled syringes; 6 months & above	Pack of 10	<b>168.51</b>	170.20	171.04	171.88
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes; 6 months & above	Pack of 10	<b>168.51</b>	170.20	171.04	171.88
Seqirus	Afluria Quadrivalent	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	<b>145.74</b>	147.20	147.93	148.65
Seqirus	Afluria Quadrivalent	5 ml MD vial; 18 yrs & above	10 dose	<b>134.76</b>	136.11	136.78	137.46
Seqirus	Fluad	0.5ml prefilled syringes; 65yrs & above	Pack of 10	<b>426.00</b>	430.26	432.39	434.52
Seqirus	Flucelvax Quadrivalent	0.5 ml prefilled syringes; 4 yrs & above	Pack of 10	<b>145.74</b>	147.20	147.93	148.65
Seqirus	Flucelvax Quadrivalent	5mL MD vial; 4 yrs and above	10 doses	<b>134.76</b>	136.11	136.78	137.46
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 months and above	10 dose	<b>147.17</b>	148.64	149.38	150.11
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older	Pack of 10	<b>158.84</b>	160.43	161.22	162.02
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older	Pack of 10	<b>158.84</b>	160.43	161.22	162.02
Sanofi Pasteur	Fluzone Quadrivalent No	0.25ml prefilled syringe; 6 months to 35 months of	Pack of 10	<b>158.84</b>	160.43	161.22	162.02

**AMENDMENT NO. 19 TO MMCAP CONTRACT NO. MMS14005**

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
	<b>Preservative Pediatric Dose</b>	age					
Sanofi Pasteur	<b>Fluzone High-dose, No Preservative</b>	0.5ml prefilled syringe; 65 years and older	Pack of 10	<b>448.62</b>	453.11	455.35	457.59
Sanofi Pasteur	<b>Flublok Quadrivalent</b>	0.5mL prefilled syringes; 18 yrs & above	Pack of 10	<b>448.62</b>	453.11	455.35	457.59

**Revision 2: Article 2.10 Return Goods/Credits:** Is amended to include return and credit information for the 2018-2019 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

- Only customers who pre-book 300 or more doses (30 units) by June 01, 2018 and receive their full pre-book on or before November 16, 2018 will have the right to return up to 20% per vendor of unopened products for the 2018-2019 influenza season, according to the guidelines below:
  - Full vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2019 and March 01, 2019, and in accordance with McKesson Medical-Surgical's vaccine guidelines.
  - Only full units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.
  - Customer will receive a credit to their McKesson account for eligible doses returned to McKesson.

**Revision 3: 2018-2019 McKesson Prebook order form added as Exhibit A.**

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

**1. MCKESSON MEDICAL-SURGICAL  
MINNESOTA SUPPLY INC.**

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

By: Stanton J. Melomb  
DocuSigned by:  
3A20411B7B33403...  
 Title: President  
 Date: February 21, 2018

**2. STATE OF MINNESOTA FOR MMCAP**

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

By: Sara Turnbull PharmD, BCPS  
 Title: Pharmacist Sr.  
 Date: 2-22-18

**3. COMMISSIONER OF ADMINISTRATION**

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

By: Lynn A. Klessig  
 Title: AMS  
 Date: 2/22/2018

**AMENDMENT NO. 20 TO MMCAP CONTRACT NO. MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Ave North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

**Contract Amendment**

(1940JV)

Effective February 27, 2018 or when fully executed whichever is later.

**Revision 1: Table 1 of Article 2.1 of the Original Contract is amended to add the following product for the 2018-2019 season.**

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
AstraZeneca	FluMist	Nasal Sprayer; Age 2 – 49 years	Pack of 10	\$190.49* through 5/31/201; after \$194.30	\$192.40* through 5/31/2018;af ter \$196.40	\$193.35* through 5/31/2018; after \$197.22	\$194.30* through 5/31/2018; after \$198.19

Prices listed are not inclusive of Federal Excise Tax of \$0.75/dose.

\* Members prebooking through May 31, 2018, and will also apply to all re-orders of product June 1, 2018 to June 30, 2019.

**Revision 2: Article 2.10 Return Goods/Credits:** Is amended to include FluMist returns information for the 2018-2019 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Flu Team at 1-877-625-4358.

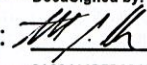
AstraZeneca= Up to 100% of doses are eligible for return for orders placed by May 31, 2018. Up to 50% of doses are eligible for return for orders place after June 1, 2018

**Revision 3: 2018-2019 McKesson FluMist Prebook order form added as Exhibit A-1.**

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

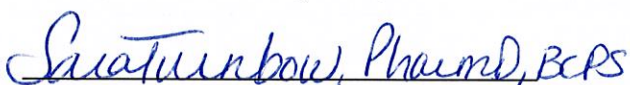
**1. MCKESSON MEDICAL-SURGICAL  
MINNESOTA SUPPLY INC.**

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

By:   
DocuSigned by:  
3A20411B7B33403...  
 Title: President  
 Date: March 3, 2018

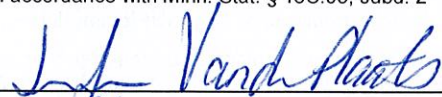
**2. STATE OF MINNESOTA FOR MMCAP**

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

By:   
 Title: Pharmacist Sr.  
 Date: 3-6-18

**3. COMMISSIONER OF ADMINISTRATION**

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

By:   
 Title: SPA-C  
 Date: 3/7/2018

# 2018-2019 Prebook Program for FluMist® Quadrivalent



## FluMist® Quadrivalent Influenza Vaccine Live, Intranasal

**Prebook FluMist Quadrivalent by May 31, 2018, to qualify for enhanced discounts and enhanced returns. See program details for more information; some restrictions apply.**

More information is available at [McKesson.com](http://McKesson.com) or by calling McKesson Medical at 1-877-625-4358.

## 2018-2019 Pricing and Returns Information for FluMist® Quadrivalent

This season's market offering includes two valuable extra benefits for ordering by **May 31, 2018**:

- An **additional 2%** discount over the base discount
- An **additional 50%** returns provision over the base provision

MARKET OFFERING		DISCOUNT % OFF LIST PRICE*	RETURNS PROVISION
Base Benefit†		15%	50%
Additional Benefit‡	+	2%	50%
<b>Total Benefit</b>	=	<b>17%</b>	<b>100%</b>

\*List price is \$22.95 per dose. Excise tax of \$0.75 not included. Additional Distributor fees may apply.

†Base Benefit applies to all prebooks and orders June 1, 2018 to June 30, 2019.

‡Additional Benefit is contingent upon Customers prebooking prior to May 31, 2018, and will also apply to all re-orders of product June 1, 2018 to June 30, 2019.

Prebook Order Here	Item #	MFG	Description	PKG QTY Requested	Doses/ PKG	Confirm Total Doses	Discounted Price/PKG	Final Price/PKG Includes \$7.50 Federal Excise Tax
	AZSPRY18	AstraZeneca	<b>FluMist® Quadrivalent (Influenza Vaccine Live, Intranasal)</b> Supplied in a package of 10 pre-filled, single-use sprayers. Product must be kept refrigerated (2°-8°C/35°-46°F) at all times prior to use.		10		\$190.49 <sup>§</sup>	\$197.99 <sup>§</sup>

<sup>§</sup>Exclusive of Federal Excise Tax of \$0.75 per dose

Price reflects an additional discount of 2% for orders placed by May 31, 2018 and will increase by 2% for orders placed after June 1, 2018.

### Please provide the following information:

Office Contact Name \_\_\_\_\_

Date \_\_\_\_\_ PO \_\_\_\_\_

Practice Name \_\_\_\_\_

McKesson Account Number \_\_\_\_\_

Ship to Address \_\_\_\_\_

**Check to set up a new account** — If you do not have a current McKesson Medical Account Number, please check here and we will send you everything you need.

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### Questions?

Call 1-877-625-4358

# MCKESSON

<https://mms.mckesson.com>

Email \_\_\_\_\_

Signature (required) \_\_\_\_\_

Prices are subject to change without prior notification. Neither McKesson Medical-Surgical nor any of its affiliates ("McKesson") guarantee any specific delivery date or quantity. McKesson will not be held liable for any delays or product shortages.

You agree that this is a binding order which may only be canceled by delivering McKesson written notice of cancellation prior to July 13, 2018. By placing this order, you agree to purchase the designated product upon delivery. After July 13, 2018, you may cancel only the quantity of product that McKesson fails to deliver by November 16, 2018. The sale price indicated includes freight unless separately identified on the invoice. McKesson's standard terms of sales are incorporated by reference and apply to this order for product.

IN NO EVENT SHALL MCKESSON BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS OR THE PROVISION OF SERVICES, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**Fax this back to McKesson Medical at 1-855-888-8358 or e-mail to [Fluconnection@mckesson.com](mailto:Fluconnection@mckesson.com)**

**AMENDMENT NO. 21 TO MMCAP CONTRACT NO. MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 12755 Highway 55 #R200, Plymouth, MN 55441 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

**Contract Amendment**  
(1966JV)

Effective August 8, 2018 or when fully executed whichever is later.

Table 1 of Article 2.1 of the Original Contract is amended to correct pricing of the following product for the 2018-2019 season.

Table 1

Mfr. Name	Product Name	Container Type; Age indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)	AK Cost (Prices do not include FET)	Georgia Cost (Prices do not include FET)
AstraZeneca	FluMist	Nasal Sprayer; Age 2 – 49 years	Pack of 10	<b>\$190.49*</b> through <b>5/31/2018;</b> after <b>\$195.08</b>	\$192.40* through 5/31/2018; after \$197.03	\$193.35* through 5/31/2018; after \$198.01	\$194.30* through 5/31/2018; after \$198.98

Prices listed are not inclusive of Federal Excise Tax of \$0.75/dose.

\* Pricing applies for Members pre-booking through May 31, 2018, and will also apply to all re-orders of the product for the 2018-2019 flu season placed from June 1, 2018 to June 30, 2019.

Pricing for the 2019-2020 flu season will be established by separate agreement to be entered into hereafter between the parties.

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

**1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.**

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

DocuSigned by:

By: 

E3C1E383F347436...

Title: VP Corporate Accts Gov't

Date: 11/15/18

**2. STATE OF MINNESOTA FOR MMCAP**

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

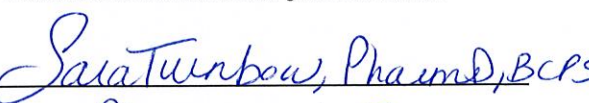
By: 

Title: SPA-C

Date: 11/16/2018

**3. COMMISSIONER OF ADMINISTRATION**

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

By: 

Title: Pharmacist Sr.

Date: 11-16-18

**AMENDMENT NO. 22 TO MMCAP CONTRACT NO. MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"); **McKesson Medical-Surgical Minnesota Supply Inc.** 8121 10<sup>th</sup> Avenue North, Golden Valley, MN 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 "Original Agreement." MMCAP and the Vendor are willing to amend the Original Agreement as stated below.

**Contract Amendment**  
(1976JV)

**Effective: October 8, 2018 or when all signatures are obtained.**

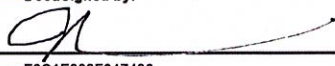
**Article 1.2 Expiration date:** December 31, 2019, or as cancelled pursuant to clause 21.

Pricing for the 2018-2019 remains as previously agreed to between the parties. Pricing for the 2019-2020 flu season will be established by separate agreement to be entered into hereafter between the parties.

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


**1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.**

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

By:   
E3C1E383F347436...  
Title: VP Corporate Accts Gov't  
Date: 11/15/18

**2. STATE OF MINNESOTA FOR MMCAP**

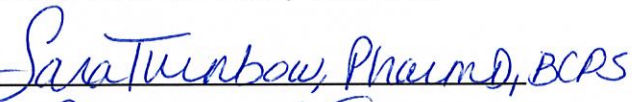
In accordance with Minn. Stat. § 16C.03, subd. 3

By:   
Title: SPA Coordinator  
Date: 11-15-2018

**3. COMMISSIONER OF ADMINISTRATION**

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

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

By:   
Title: Pharmacist Sr.  
Date: 11-15-18

**AMENDMENT NO. 23 TO MMCAP CONTRACT NO. MMS14005**

**THIS AMENDMENT** is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 8121 10<sup>th</sup> Avenue North, Golden Valley, Minnesota 55427 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14005 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

**Contract Amendment**  
(1984JV)

Effective when signed, the address for McKesson Medical-Surgical Minnesota Supply Inc., will be updated to 12755 Highway 55 #R200, Plymouth, MN 55441.

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

**1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.**

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

DocuSigned by:

By: 

E3C1E383F347436...

Title: Vice President, Government Sales

Date: 11/28/2018

**2. STATE OF MINNESOTA FOR MMCAP**

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

By: 

Title: SPA-C

Date: 11/28/2018

**3. COMMISSIONER OF ADMINISTRATION**

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

By: 

Title: Pharmacist Sr.

Date: 11-28-18

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

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

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

**AMENDMENT NO.24 TO MMCAP CONTRACT NO. MMS14005**

THIS AMENDMENT NO.24 ("**Amendment**") is entered into as of February 11, 2019 or the date MMCAP obtains all required signatures within this document, whichever is later ("**Effective Date**") by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("**MMCAP**") and McKesson Medical-Surgical Minnesota Supply Inc. a corporation with an address of 12755 Highway 55 #R200, Plymouth , Minnesota 55441 ("**Vendor**").

**RECITALS**

WHEREAS, MMCAP and Vendor entered into a Contract MMS14005 on February 18, 2014 ("**Original Contract**");

WHEREAS, MMCAP and Vendor amended certain terms and conditions of the Original Contract by the way of the MMS14005 Amendment 19 on February 22, 2018, Amendment 20 on March 6, 2018 and Amendment 21 on November 16, 2018; together, Original Contract and Amendment 19, 20, 21 will be referred to as "**Agreement**";

WHEREAS, MMCAP and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Original Contract amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendments shall be read together as one document. Any capitalized terms used in Amendment which are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP.

**Article and Clause Addendums**

**Revision 1:** Table 1 of Article 2.1 of the Original Contract is amended to add the following products for the 2019-2020 season.

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	MMCAP Price Per Container (Prices do not include FET)	Florida Cost (Prices do not include FET) <sup>1</sup>	OK, SC Cost (Prices do not include FET) <sup>1</sup>	Alaska Cost (Prices do not include FET) <sup>1</sup>	Georgia Cost (Prices do not include FET) <sup>1</sup>
AstraZeneca	Flumist	0.2ml Nasal Sprayer; 2 to 49 years	Pack of 10	\$218.00	\$219.53	\$220.18	\$221.27	\$222.36
GSK	Fluarix Quadrivalent	0.5ml prefilled syringes, 6mo & older	Pack of 10	\$168.51	\$169.69	\$170.20	\$171.04	\$171.88
GSK	FluLaval Quadrivalent	5 ml MD vial; 6 mo. & older	10 dose	\$153.48	\$154.55	\$155.02	\$155.78	\$156.55
GSK	FluLaval Quadrivalent	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	\$168.51	\$169.69	\$170.20	\$171.04	\$171.88

<sup>1</sup> Reference Contract Section 2.11 State Specific Requirements



Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	MMCAP Price Per Container (Prices do not include FET)	Florida Cost (Prices do not include FET) <sup>1</sup>	OK, SC Cost (Prices do not include FET) <sup>1</sup>	Alaska Cost (Prices do not include FET) <sup>1</sup>	Georgia Cost (Prices do not include FET) <sup>1</sup>
Seqirus	Afluria Quadrivalent	0.5ml prefilled syringes; 3 years & older	Pack of 10	\$150.34	\$151.39	\$151.84	\$152.60	\$153.35
Seqirus	Afluria Quadrivalent	5 ml MD vial; 6 months & older	10 dose	\$139.02	\$139.99	\$140.41	\$141.11	\$141.80
Seqirus	Afluria Quadrivalent	0.25ml prefilled syringes; 6-35 months	Pack of 10	\$150.34	\$151.39	\$151.84	\$152.60	\$153.35
Seqirus	Fluad	0.5ml prefilled syringes; 65 years & older	Pack of 10	\$439.01	\$442.08	\$443.40	\$445.60	\$447.79
Seqirus	Flucelvax Quadrivalent	0.5ml prefilled syringes; 4 years & older	Pack of 10	\$182.98	\$184.26	\$184.81	\$185.73	\$186.64
Seqirus	Flucelvax Quadrivalent	5 ml MD vial; 4 years & older	10 dose	\$172.18	\$173.39	\$173.90	\$174.76	\$175.62
Sanofi Pasteur	Flublok Quadrivalent	0.5ml prefilled syringes; 18 years & older	Pack of 10	\$471.42	\$474.72	\$476.13	\$478.49	\$480.85
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 mo. of age & older	10 dose	\$150.26	\$151.31	\$151.76	\$152.51	\$153.27
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 6mo. of age & older	Pack of 10	\$162.17	\$163.31	\$163.79	\$164.60	\$165.41
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 6mo of age & older	Pack of 10	\$162.17	\$163.31	\$163.79	\$164.60	\$165.41
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 mo. to 35 months of age	Pack of 10	\$171.00	\$172.20	\$172.71	\$173.57	\$174.42
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years & older	Pack of 10	\$471.42	\$474.72	\$476.13	\$478.49	\$480.85

Pricing in the above table does not include Federal Excise Tax (FET).

**Revision 2: Article 2.10 Return Goods/Credits:** Is amended to include return and credit information for the 2019-2020 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

- Only customers who pre-book 300 or more doses (30 units) by May 31, 2019 and receive their full pre-book on or before November 15, 2019 will have the right to return up to 20% per vendor, excluding FluMist, of unopened products for the 2019-2020 influenza season, according to the guidelines below:
  - Full vials or boxes must be returned to Vendor between February 01, 2020 and March 01, 2020, and in accordance with Vendor vaccine guidelines.
  - Only full units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.
  - Customer will receive a credit to their McKesson account for eligible doses returned to McKesson.

**Revision 3: Section 2.11.2 of Attachment A, 2. Transaction Fee paragraph 1 only is deleted and replaced with:**

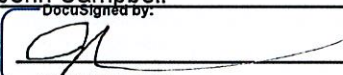
The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed Transaction Fee of 0.7%, which the Contractor shall pay to the State, as prescribed by rule 60A-1.031, Florida Administrative Code.

**Revision 4: 2019-2020 McKesson Influenza Vaccine Prebook order form added as Exhibit A.**

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

**1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.**

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

Name: John Campbell  
DocuSigned by:  
 Signature:   
E3C1E383F347436...  
 Title: VP Corporate Accts Gov't  
 Date: 2/11/2019

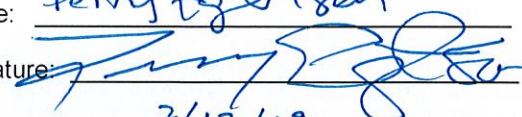
**2. STATE OF MINNESOTA FOR MMCAP**

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

Name: Sara Turnbow, PharmD, BCPS  
 Signature: Sara Turnbow  
 Date: 2-12-19

**3. COMMISSIONER OF ADMINISTRATION**

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

Name: Derry Egerton  
 Signature:   
 Date: 2/12/19



## 2019 - 2020 Influenza Vaccine Pre-book Form



Send to: [fluconnection@mckesson.com](mailto:fluconnection@mckesson.com)  
or Fax: 855.888.8358

Account Number			
Ship-to Account Number			
Practice Name			
Address	P.O. Number		
City/State	Phone		
Zip	Fax		
Account Executive	Practice Email		

### MMCAP Members Only

#### Reserving Flu Vaccine is Easy!



Pre-book online at  
[mms.mckesson.com/flu](http://mms.mckesson.com/flu)



Contact your  
Account Manager



Contact the Flu Team at  
877.MCK.4FLU (877.625.4358)  
or [fluconnection@mckesson.com](mailto:fluconnection@mckesson.com)

#### Terms of Sale

Prices are subject to change without prior notification. Neither McKesson Medical-Surgical nor any of its affiliates ("McKesson") guarantee any specific delivery date or quantity. McKesson will not be held liable for any delays or product shortages.

You agree that this is a binding order which may only be canceled by delivering McKesson written notice of cancellation prior to July 12, 2019. By placing this order, you agree to purchase the designated flu vaccine upon delivery. You further agree that, with mutual approval of the member/customer and McKesson, McKesson may substitute products at the same sales price as long as the substitute product has an equal or greater age indication and is provided in the same form. After July 12, 2019, you may cancel only the quantity of flu vaccine that McKesson fails to deliver by November 15, 2019. The sale price indicated includes freight unless separately identified on the invoice. McKesson's standard terms of sales are incorporated by reference and apply to this order for flu vaccine. Any additional transaction or procurement fees applied by the state may increase the price of vaccines purchased under the MMAP contract.

IN NO EVENT SHALL MCKESSON BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS OR THE PROVISION OF SERVICES, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### Return Policy

Only customers who pre-book 300 or more doses (30 units) by May 31, 2019, and receive their full pre-book on or before November 15, 2019, will have the right to return up to 20% per vendor, excluding FluMist®, of unopened products for the 2019 – 2020 influenza season, according to the guidelines below:

- Customer will receive a credit for eligible doses returned to McKesson between February 01, 2020, and March 01, 2020, in the subsequent influenza season on or before December 31, 2020
- Unopened vials or boxes must be returned to McKesson Medical-Surgical between February 01, 2020, and March 01, 2020, and in accordance with McKesson Medical-Surgical's vaccine guidelines
- Only unopened units (vials or boxes of pre-filled syringes) are eligible to be returned. Eligible quantities will be rounded down to the nearest whole number.

#### For Example:

- A purchase of 30 vials = 6 unopened vials eligible for return
- A purchase of 33 vials = 6.6, rounded down to 6 unopened vials eligible for return
- A purchase of 6 boxes of syringes = 60 doses = Not eligible (minimum order quantity not met)



MFR	Product ID#	Description	Age Indication	Doses per Vial/Box	CPT Code	Preservative Status	Last Season Quantity Used	Total Quantity Vials/Boxes	Price per Vial/Box	Extended Price
AstraZeneca	AZSPRY19	FLUMIST <sup>®</sup> , QUAD Intranasal Spray	2 - 49 years	10 Doses/Box	90672	Preservative Free			\$ 225.50	
GSK	GQSYRX19	FLUARIX <sup>®</sup> , QUAD SYR 0.5 mL	6 months and older	10 Doses/Box	90686	Preservative Free			\$ 176.01	
	GSKQVL19	FLULAVAL <sup>®</sup> , QUAD MDV 5 mL	6 months and older	10 Doses/Vial	90688	Contains Preservative			\$ 160.98	
	GSKSYR19	FLULAVAL <sup>®</sup> , QUAD SYR 0.5 mL	6 months and older	10 Doses/Box	90686	Preservative Free			\$ 176.01	
Sanofi	SPFBYSR19	FLUBLOK <sup>®</sup> , QUAD SYR 0.5 mL	18 years and older	10 Doses/Box	90682	Preservative Free			\$ 478.92	
	SPHIGH19	FLUZONE <sup>®</sup> High-Dose, TRI SYR 0.5 mL	65 years and older	10 Doses/Box	90662	Preservative Free			\$ 478.92	
	SPPED19	FLUZONE <sup>®</sup> , QUAD Pediatric SYR 0.25 mL	6 - 35 months	10 Doses/Box	90685	Preservative Free			\$ 178.50	
	SPSDV19	FLUZONE <sup>®</sup> , QUAD SDV 0.5 mL	6 months and older	10 Doses/Box	90686	Preservative Free			\$ 169.67	
	SPSYR19	FLUZONE <sup>®</sup> , QUAD SYR 0.5 mL	6 months and older	10 Doses/Box	90686	Preservative Free			\$ 169.67	
	SPVL19	FLUZONE <sup>®</sup> , QUAD MDV 5 mL	6 - 35 months .25mL: 3 years and above .5mL	10 Doses/Vial	90687/90688	Contains Preservative			\$ 157.76	
Seqirus	SAFLVL19	AFLURIA <sup>®</sup> , QUAD MDV 5 mL	6 - 35 months .25mL: 3 years and above .5mL	10 Doses/Vial	90688	Contains Preservative			\$ 146.52	
	NEW SAFLPED19	AFLURIA <sup>®</sup> , QUAD pediatric SYR 0.25 mL	6 - 35 months	10 Doses/Box	TBD	Preservative Free			\$ 157.84	
	SAFLSYR19	AFLURIA <sup>®</sup> , QUAD SYR 0.5 mL	3 years and older	10 Doses/Box	90686	Preservative Free			\$ 157.84	
	SADSYR19	FLUAD <sup>®</sup> , TRI SYR 0.5 mL	65 years and older	10 Doses/Box	90653	Preservative Free			\$ 446.51	
	SCELVL19	FLUCELVAX <sup>®</sup> , QUAD MDV 5 mL	4 years and older	10 Doses/Vial	90756	Contains Preservative			\$ 179.68	
	SCELSYR19	FLUCELVAX <sup>®</sup> , QUAD SYR 0.5 mL	4 years and older	10 Doses/Box	90674	Preservative Free			\$ 190.48	
Total Flu Vaccine Prebook										
				Total Doses				Total Quantity		Total Price

Vaccine cost includes \$0.75 per dose Federal Excise Tax.

**All prebooks not canceled by July 12, 2019 automatically turn into orders.**

I acknowledge that I have read this document in its entirety and agree to the terms and conditions stated herein.

I am authorized to order flu vaccines on behalf of this practice.

Account Number		Date*	
Ship-to Account Number		Signature*	
Provider Name			
Address		P.O. Number	
City/State		Phone	
Zip		Fax	
Account Executive		Practice Email	

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