



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 7  
 to  
 Contract Number 19000000882

<b>CONTRACTOR</b>	REMEDY REPACK, INC.
	625 Kolter Dr
	Indiana, PA 15701-3571
	Susan E Scott
	724-465-8762
	sscott@remedyrepack.com
	VS0053791

<b>STATE</b>	<b>Program Manager</b>	Prasad Ivaturi	MDHHS
		734-367-8576	
		ivaturip@michigan.gov	
	<b>Contract Administrator</b>	Katie McFarland	DTMB
		517-930-6814	
		mcfarlandk1@michigan.gov	

**CONTRACT SUMMARY**

REPACKAGING BULK/WHOLESALE PHARMACEUTICALS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 1, 2019	February 28, 2021	2 - 1 Year	March 31, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<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**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		May 31, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$249,999.00	\$0.00	\$249,999.00

**DESCRIPTION**

Effective February 15, 2024, the contract expiration date is hereby amended to May 31, 2024 to align with MMCAP Infuse contract MMS18027.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**AMENDMENT NO. 7 TO MMCAP INFUSE AGREEMENT NO. MMS18027**

THIS AMENDMENT NO. 7 ("**Amendment**") to MMS18027 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Remedy RePack, Inc., a corporation with an address of 625 Kolter Drive, Suite 4, Indiana, Pennsylvania 15701 ("**Vendor**").

**RECITALS**

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

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

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

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

In this Amendment, changes to pre-existing Agreement language will use strike through for deletions and underlining for insertions.

**Modifications**

**Revision 1:** Article 1.2 of the Agreement will be revised as follows:

**1.2 Expiration date:** ~~March 31, 2024~~ May 31, 2024 or until all obligations have been satisfactorily fulfilled, or cancelled pursuant to Article 29, whichever occurs first. This Contract may be extended upon mutual agreement of both parties.

**VENDOR: Remedy RePack, Inc.**

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

Name: Mark Zilner  
Signature: *Mark Zilner*  
Title: President & CEO, Owner  
Date: 1/30/2024

**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: Brandon Sis  
Signature: *Brandon Sis*  
Date: 1/31/2024

**COMMISSIONER OF ADMINISTRATION**

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

Name: Michelle Korpela  
Signature: *Michelle Korpela*  
Date: 1/31/2024



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **6**  
 to  
 Contract Number **19000000882**

<b>CONTRACTOR</b>	REMEDY REPACK, INC.
	625 Kolter Dr
	Indiana, PA 15701-3571
	Susan E Scott
	724-465-8762
	sscott@remedyrepack.com
	VS0053791

<b>STATE</b>	<b>Program Manager</b>	Prasad Ivaturi	MDHHS
		734-367-8576	
		ivaturip@michigan.gov	
	<b>Contract Administrator</b>	Katie McFarland	DTMB
		517-930-6814	
		mcfarlandk1@michigan.gov	

**CONTRACT SUMMARY**

REPACKAGING BULK/WHOLESALE PHARMACEUTICALS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 1, 2019	February 28, 2021	2 - 1 Year	February 28, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 month	<input type="checkbox"/>		March 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$249,999.00	\$0.00	\$249,999.00		

**DESCRIPTION**

Effective January 23, 2024, the contract expiration date is hereby amended to March 31, 2024 to align with MMCAP Infuse contract MMS18027.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**AMENDMENT NO. 6 TO MMCAP INFUSE AGREEMENT NO. MMS18027**

THIS AMENDMENT NO.6 (“**Amendment**”) to MMS18027 and its amendments (“**Agreement**”) is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Remedy RePack, Inc, a corporation with an address of 625 Kolter Drive, Suite 4, Indiana, Pennsylvania 15701 (“**Vendor**”).

**RECITALS**

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

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

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

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

In this Amendment, changes to pre-existing Agreement language will use strike through for deletions and underlining for insertions.

**Modifications**

**Revision 1:** Article 1.2 of the Agreement will be revised as follow:

**1.2 Expiration date:** ~~February 28, 2024~~ March 31, 2024 or until all obligations have been satisfactorily fulfilled, or cancelled pursuant to Article 29, whichever occurs first. This Contract may be extended upon mutual agreement of both parties.

**VENDOR: Remedy Repack, Inc.**

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

Name: DocuSigned by: Mark zilner  
Signature: Mark Zilner  
Title: 8063C8823C9E4A6... President & CEO, Owner  
Date: 1/5/2024

**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: DocuSigned by: don sis  
Signature: Brandon Sis  
Date: 7DEB89B34EBE41C... 1/5/2024

**COMMISSIONER OF ADMINISTRATION**

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

Name: DocuSigned by: Michelle Korpela  
Signature: Michelle Korpela  
Date: 450F253EFE4D41F... 1/8/2024



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**  
 to  
 Contract Number **19000000882**

<b>CONTRACTOR</b>	REMEDY REPACK, INC.
	625 Kolter Dr
	Indiana, PA 15701-3571
	Susan E Scott
	724-465-8762
	sscott@remedyrepack.com
	VS0053791

<b>STATE</b>	<b>Program Manager</b>	Prasad Ivaturi	MDHHS
		734-367-8576	
	ivaturip@michigan.gov		
	<b>Contract Administrator</b>	Katie McFarland	DTMB
517-930-6814			
mcfarlandk1@michigan.gov			

**CONTRACT SUMMARY**

REPACKAGING BULK/WHOLESALE PHARMACEUTICALS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 1, 2019	February 28, 2021	2 - 1 Year	February 28, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<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**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		February 28, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$249,999.00	\$0.00	\$249,999.00		

**DESCRIPTION**

Effective January 23, 2023, a one-year option is hereby exercised to align with MMCAP Infuse Contract MMS18027. The revised expiration date is February 28, 2024. Effective March 1, 2023, pricing on this contract has been updated per the revised Attachment B - Fees.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB Central Procurement approval.

## Attachment B Fees

### MMCAP Fees Effective 3/01/2023

Quantities which determine pricing tiers shown in the tables below are assessed per category, and are **aggregated monthly**. Fees are payable by MMCAP Member to Vendor.

Blister/Bingo Cards OR Individual HDPE Plastic Bottles (Class A, 1 year Expiration)	
Number of 30 Count Cards OR 60 cc HDPE Bottles Per Month	Fee Per Each 30 Count Card or 60cc HDPE Bottle
1-500	\$2.30
501-1,000	\$2.04
1,000-10,000	\$1.68
Greater than 10,000	\$1.45

\*Beta-lactam and penicillin-based products will have an additional fee of \$1.00 per card/bottle

Unit-Dose Oral Solids (tablets and capsules) in Strip Packaging	
Pieces Per Month	Fee Per Each Unit-Dose Piece
1-10,000	\$0.12
Greater than 10,000	\$0.10

\*Beta-lactam and penicillin-based products will have an additional fee of \$0.15 per card/bottle

Unit-Dose Oral Liquids in Unit-Dose Cups (15mL, 25mL or 35mL cups)	
Pieces Per Month	Fee Per Each Cup
Any Quantity	\$0.51

\*Beta-lactam and penicillin-based products will have an additional fee of \$0.50 per card/bottle

Pre-filled Oral Syringes (1mL to 20mL, where each syringe is flag labeled and has a safety cap)	
Pieces Per Month	Fee Per Each Pre-Filled Syringe
1-10,000	\$1.38
Greater than 10,000	\$1.28

\*Beta-lactam and penicillin-based products will have an additional fee of \$0.50 per card/bottle

Relabeling Services for any drug product that remains in its original manufacturer packaging and that does not require any additional repackaging services.	
Pieces Per Month	Fee Per Each Relabeled Piece
1-10,000	\$0.31
Greater than 10,000	\$0.26

\*Beta-lactam and penicillin-based products will have an additional fee of \$0.50 per card/bottle



**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 **4**  
 to  
 Contract Number **19000000882**

<b>CONTRACTOR</b>	REMEDY REPACK, INC.
	625 Kolter Dr
	Indiana, PA 15701-3571
	Susan E Scott
	724-465-8762
	sscott@remedyrepack.com
	VS0053791

<b>STATE</b>	<b>Program Manager</b>	Prasad Ivaturi	MDHHS
		734-367-8576	
	ivaturip@michigan.gov		
	<b>Contract Administrator</b>	Katie McFarland	DTMB
517-930-6814			
mcfarlandk1@michigan.gov			

**CONTRACT SUMMARY**

REPACKAGING BULK/WHOLESALE PHARMACEUTICALS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 1, 2019	February 28, 2021	2-2Years	February 28, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<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**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		February 28, 2023

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$249,999.00	\$0.00	\$249,999.00

**DESCRIPTION**

Effective 12/22/2021, the second option year on this contract is hereby exercised per alignment with MMCAP Infuse Contract MMS18027. The revised contract expiration date is 2/28/2023.

Please note the Contract Administrator has been changed to Katie McFarland.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



**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 **3**  
 to  
 Contract Number **19000000882**

<b>CONTRACTOR</b>	REMEDY REPACK, INC.
	625 Kolter Dr
	Indiana, PA 15701-3571
	Susan E Scott
	724-465-8762
	sscott@remedyrepack.com
	VS0053791

<b>STATE</b>	<b>Program Manager</b>	Prasad Ivaturi	MDHHS
		734-367-8576	
	ivaturip@michigan.gov		
	<b>Contract Administrator</b>	Sue Cieciva	DTMB
(517) 249-0458			
ciecivas@michigan.gov			

**CONTRACT SUMMARY**

REPACKAGING BULK/WHOLESALE PHARMACEUTICALS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 1, 2019	February 28, 2021	0 - 0 Year	February 28, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<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**  
 N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	One Year	February 28, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$249,999.00	\$0.00	\$249,999.00

**DESCRIPTION**

Effective January 19, 2021, this Contract is hereby extended one year. The revised Contract expiration date is February 28, 2022.

Please note the Contract Administrator has been changed to Sue Cieciva.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, DTMB, Central Procurement Services approval, and State Administrative Board approval on January 19, 2021.





**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 2  
 to  
 Contract Number 19000000882

<b>CONTRACTOR</b>	REMEDY REPACK, INC.
	625 Kolter Dr
	Indiana, PA 15701-3571
	Susan E Scott
	724-465-8762
	sscott@remedyrepack.com
	VS0053791

<b>STATE</b>	Program Manager	Prasad Ivaturi	MDHHS
		734-367-8576	
	ivaturip@michigan.gov		
	Contract Administrator	Douglas Glaser	DTMB
glaserd@michigan.gov			

**CONTRACT SUMMARY**

REPACKAGING BULK/WHOLESALE PHARMACEUTICALS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 1, 2019	February 28, 2021	0 - 0 Year	February 28, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		February 28, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$40,500.00	\$209,499.00	\$249,999.00		

**DESCRIPTION**

Effective 3/2/2020, this contract is hereby increased by \$209,499.00

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

**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 171190000000471

<b>CONTRACTOR</b>	REMEDY REPACK, INC.
	625 Kolter Dr
	Indiana, PA 15701-3571
	Susan E Scott
	724-465-8762
	sscott@remedyrepack.com
	VS0053791

<b>STATE</b>	<b>Program Manager</b>	Prasad Ivaturi	MDHHS
		734-367-8576	
		ivaturip@michigan.gov	
	<b>Contract Administrator</b>	Douglas Glaser	DTMB
		517-898-3982	
		glaserd@michigan.gov	

CONTRACT SUMMARY				
REPACKAGING BULK/WHOLESALE PHARMACEUTICALS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
May 1, 2019	February 28, 2021	0 - 0 Year	February 28, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<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				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		February 28, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$40,500.00	\$0.00	\$40,500.00		
DESCRIPTION				
Effective 6/6/2019, MA 19000000471 for Remedy Repack has been replaced with MA 190000000882 because 190000000471 was addidently deleted from SIGMA, and had to be recreated under a new MA number.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



# STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management and Budget –  
Central Procurement

525 W. Allegan Street, First Floor, Lansing, MI 48933  
PO BOX 30026, Lansing, MI 48909

## NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **19000000471**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Remedy Repack, Inc.
	625 Kolter Dr
	Indiana, PA 15701-3571
	Susan E Scott
	724.465.8762
	sscott@remedyrepack.com
	VS0053791

<b>STATE</b>	Program Manager	Prasad Ivaturi	DHHS
		734-367-8576	
	ivaturip@michigan.gov		
	Contract Administrator	Doug Glaser	DTMB
517-898-3982			
glaserd@michigan.gov			

### CONTRACT SUMMARY

**DESCRIPTION: Repackaging bulk/wholesale pharmaceuticals.**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 1, 2019	February 28, 2021		
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
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			
This is not an order; this contract is a result of Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), contract no. MMS18027			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$40,500</b>

**FOR THE CONTRACTOR:**

Remedy Repack, Inc.  
Company Name

Raul Bowser  
Authorized Agent Signature

Lou Ann Bowser, CFO  
Authorized Agent (Print or Type)

05-06-2019  
Date

**FOR THE STATE:**

Pamela J. Platte  
Signature

Pamela J. Platte, Director of Services  
and Commodities  
Name & Title

DTMB, Central Procurement Services  
Agency

5-9-2019  
Date

**AMENDMENT NO.9 TO MMCAP CONTRACT NO. MMS13128**

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 **Remedy Repack**, 655 Kolter Drive, Indiana PA, 15701 (“Vendor”).

MMCAP has a contract with the Vendor identified as Contract No. MMS13128 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

**Contract Amendment**  
(1949JVP)

This amendment will be effective when signed and continue until the end of the term of the Original Contract.

**Revision 1:** Effective when signed, the State of Michigan would like to access contract MMS13128 for products and pricing included in this contract.

**The primary contact individuals are:**

For the State of Michigan:

Doug Glaser  
Sr. Category Analyst  
Michigan Department of Technology, Management, and Budget  
525 West Allegan Street 1st Floor NE  
Lansing, MI 48933

For Vendor:

Mark Zilner, RPh, President, COO  
Remedy Repack  
655 Kolter Drive  
Indiana, PA 15701

For MMCAP:

MMCAP Managing Director  
State of Minnesota, MMCAP Program  
50 Sherburne Avenue, Suite 112  
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. STATE OF MICHIGAN**

By: [Signature]  
Title: CPO  
Date: 5/1/18

**3. STATE OF MINNESOTA FOR MMCAP**

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

By: Sriatunbow, PharmD, BCPS  
Title: Pharmacist Sr.  
Date: 6-1-18

**2. REMEDY REPACK**

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

By: [Signature]  
Title: Chief Operating Officer  
Date: 5/31/2018

**4. COMMISSIONER OF ADMINISTRATION**

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

By: [Signature]  
Title: SPAC  
Date: 6/1/2018



# Services Contract

**State of Minnesota**

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 **Remedy Repack, Inc. 625 Kolter Drive, Suite 4, Indiana, Pennsylvania, 15701** ("Vendor").

## Recitals

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1. Pursuant to Minnesota Statutes Section 16C.03, the Commissioner of Administration may enter into this Contract on behalf of MMCAP for the benefit of its members.
2. MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run facilities and contracts for pharmaceuticals and health care products and services for members' use.
3. The Vendor wishes to contract with MMCAP to provide repackaging services to MMCAP Members.

## Contract

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### 1. Term of Contract

- 1.1 Effective date:** *March 1, 2019* or the date the MMCAP obtains all required signatures under Minn. Stat. § 16C.05, subdivision. 2, whichever is later. The Vendor must not begin work under this Contract until this Contract is fully executed and the Vendor has been notified by the MMCAP's Authorized Representative to begin the work.
- 1.2 Expiration date:** *February 28, 2021* or until all obligations have been satisfactorily fulfilled, or cancelled pursuant to Article 29, whichever occurs first. This Contract may be extended upon mutual agreement of both parties.
- 1.3 Survival of terms:** The following clauses survive the expiration or cancellation of this Contract: 12. Liability; 13. State audits; 14. Government Data Practices and Intellectual Property; 15. Publicity and Endorsement; 16. Governing Law, Jurisdiction, and Venue; and 21. Data Disclosure.
- 1.4 Attachments.** The following Attachments are attached and incorporated into this Contract, and are set forth in their order of precedence:
  - 1.4.1 Attachment A, Scope of Work & Services*
  - 1.4.2 Attachment B, Fees*
  - 1.4.3 Attachment C, Account Documents*

### 2. Vendor's duties

The Vendor, who is not a State of Minnesota employee, will perform the duties and provide the deliverables as specified in Attachment A, Scope of Work, which is attached and incorporated. All services provided by the Vendor under this Contract must be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Vendor will not receive payment for services found by MMCAP or MMCAP Members to be not in compliance with federal, state, or local law.

### 3. Time

The Vendor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

### 4. Definitions

To the extent that they do not diminish, derogate, or otherwise modify the express language set forth in this Contract, the definitions set forth in any exhibits or attachments, as attached and incorporated herein, will apply to the Contract.

## 5. Pricing

The costs associated with these services are outlined in Attachment B. Fees. All MMCAP Members that utilize services performed by the Vendor under this Contract are responsible for the payment of services identified in Attachment B. Fees.

## 6. Ordering and Purchase Orders

As a condition for purchasing under this Contract, purchasers must be MMCAP Members in good standing with MMCAP, as defined in Article 8.

### 6.1 Purchase Orders

MMCAP Members may use their own forms for Purchase Orders. To the extent that the terms of any form conflict with the terms of this Contract, the terms of this Contract supersede. Each MMCAP Member will be responsible for payment for services provided to that MMCAP Member by Vendor; the MMCAP Office will have no liability for any unpaid invoice of any MMCAP Member or Facility. Vendor agrees to invoice the MMCAP Member for services provided as specified in Attachment B, Fees. Vendor will accept credit card and Electronic Funds Transfer (EFT) for payment. At time of new account set up, the MMCAP Member will initiate this process with its bank. If a Member requires the use of a credit card for payment, Vendor's terms for credit card payments will be net 30 days. If paying by check or EFT, payment terms are net 30 days. Due to the additional costs involved in processing credit card payments, a fee of three percent (3%) is added. Advanced written notice to MMCAP is necessary should Vendor's third-party processing charges be increased by its third-party credit card vendor.

### 6.2 Funds available and authorized/non-appropriation.

By submitting a Purchase Order, the MMCAP Member represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Purchase Order.

### 6.3 Termination of Individual Purchase Orders.

MMCAP Members may terminate individual Purchase Orders which have not yet shipped from Vendor, in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Member may establish in such notice, upon the occurrence of any of the following events:

- (i) The MMCAP Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the services 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 Member is prohibited from paying for services from the planned funding source; or
- (iii) Vendor commits any material breach of this Contract or a Purchase Order.

Upon receipt of written notice of termination, Vendor will stop performance under the Purchase Order as directed by the MMCAP Member.

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

### 6.4 Jurisdiction and Venue of Purchase Orders.

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

Upon completion of the Dispute Resolution process outlined in this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member, in Vendor's sole discretion.

As it applies to purchases made by a MMCAP Member, nothing in the Contract will be construed to deprive the MMCAP Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Contract or afforded by the MMCAP Participating Members' law.

## 7. Authorized Representative

MMCAP's Authorized Representative is MMCAP Managing Director or designee, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155 or his/her successor, and has the responsibility to monitor the Vendor's performance and the authority to accept the services provided under this Contract.



The Vendor's Authorized Representative is **Mark Zilner, RPh** at the following business address: **625 Kolter Drive, Suite 4, Indiana, Pennsylvania, 15701** Phone: 1.866.845.3791, or his successor. If the Vendor's Authorized Representative changes at any time during this Contract, the Vendor must immediately notify MMCAP.

## **8. MMCAP Members**

### **8.1 Membership Listing.**

MMCAP will provide Vendor a complete listing of all MMCAP Members, which is password protected and published at [www.mmcap.org](http://www.mmcap.org). MMCAP reserves the right to add and remove MMCAP Members during the term of this Contract.

### **8.2 New Members.**

The Vendor must allow new MMCAP Members that join MMCAP access to the Contract. As new MMCAP Members are added to MMCAP, MMCAP will provide Vendor with monthly e-mail notices announcing that a new MMCAP Membership List has been posted online.

### **8.3 Verification of Authorized Purchasers.**

Upon request of MMCAP, Vendor must verify that it provides services and pricing under this Contract only to MMCAP Members.

### **8.4 Member-required Participation Agreement (MPA)**

In order to access this Contract some Members require jurisdiction-specific additional paperwork or contract language. Vendor must not sign any Member documents without prior MMCAP review and approval. If needed, MMCAP will issue an MPA that will be attached to this Contract. No other mechanism of modifying or "attaching to" MMCAP contracts is authorized. The MPA, which will only apply to the requesting Member and Vendor and must be signed in the following order: Member, Vendor, then MMCAP. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA, Vendor may be precluded from doing business with that Member. In the event a Member requires a fee be added to the Contract price (e.g., Member levied procurement fee or system use fee), that fee must be added on top of the MMCAP-contracted pricing. Vendor may not absorb the fee. Vendor must not pay a Member levied fee without first collecting the fee through increased service costs. The fees will be set aside and paid to the Member as would be detailed in an MPA.

## **9. Customer Service**

### **9.1 Primary Account Representative.**

Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of seventy-two (72) hours' advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

- (i) Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments;
- (ii) Timely response to all MMCAP; and
- (iii) Performance of the business.

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.

### **9.2 Business Reviews**

Vendor will perform an annual business review with MMCAP staff per contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and will address topics as specified in Attachment A.

### **9.3 Dispute Resolution**

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

- 9.3.1 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.
- 9.3.2 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 parties will have thirty (30) calendar days to cure the issue.
- 9.3.3 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. MMCAP Member Facility will not withhold any payments to Vendor for additional services provided while a disputed service is

being resolved. Should it be determined by mutual agreement of the Member Facility and Vendor that a refund is due to Member Facility, remuneration will be provided by Vendor in the form of a credit that can be applied on future purchase by Member Facility.

**10. Administrative Fee and Reports**

**10.1 Administrative Fee.** In consideration for services provided by MMCAP, the Vendor will pay an administrative fee of three percent (3%) on all payments received for all repackaging and relabeling services provided to MMCAP Members. Shipping costs, medication costs (if applicable), and any additional costs passed on to Vendor for billing services through the wholesaler will not be subject to the administrative fee. The Vendor will submit a check payable to “State of Minnesota, MMCAP Program” for an amount equal to three percent of MMCAP Members’ purchases. The administrative fee must be paid as soon as is reasonable after the end of each month in which payment is received, but no later than thirty (30) calendar days after the end of the month. MMCAP reserves the right to collect interest on payments thirty (30) calendar days past due at a rate consistent with Minnesota Statutes Section 16D. Payments must be sent to:

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

**10.2 Monthly Administrative Fee Data Report.** The Vendor must submit a monthly Administrative Fee Data Report. The monthly Administrative Fee Data Report must contain the fields detailed below. All Administrative Fee Data Reports must be sent to: [Mn.MMCAP@state.mn.us](mailto:Mn.MMCAP@state.mn.us) at the end of each month, but no later than thirty (30) calendar days after the end of the month. Failure to comply with this provision may constitute breach of this Contract.

- MMCAP Assigned Vendor Number
- MMCAP Assigned Manufacturer Number
- Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
- Invoice Date (Point of Sale Date)
- Invoice Number
- MMCAP Participating Facility Name
- Vendor’s Account Number for the MMCAP Facility
- MMCAP Participating Facility DEA Number, if applicable
- MMCAP Participating Facility HIN Number, if applicable
- MMCAP Participating Facility Address
- MMCAP Participating Facility City
- MMCAP Participating Facility State
- Product’s NDC (Use all 11 digits (00076888888))
- Product Name (e.g. Acetaminophen with Codeine, Acticin Cream 5%)
- Credit Indicator (C = credit)
- Contracted Units (The number of units purchased on contract.)
- MMCAP Contracted Unit Price
- Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.030))
- Vendor Contracted Sales (Contracted Units \* Contracted repackaging/relabeling Unit Price. Report in dollars.)
- Administrative Fee Payment Amount (Administrative Fee Decimal Percentage \* Vendor Contracted Sales. Report in dollars)

**10.3 Sales Report.** Vendor must submit to MMCAP sales reports to [Mn.MMCAP@state.mn.us](mailto:Mn.MMCAP@state.mn.us). Vendor to send accurate monthly sales data on or before the 10th day of the subsequent month (e.g., June’s data will be due July 10). This data MUST include the information set forth below for every transaction between the Vendor and the MMCAP Member:

Excel Column	Required Data Field Full Name
A	MMCAP-assigned Member ID
B	MMCAP Member Name
C	Vendor Distribution Center Code

Excel Column	Required Data Field Full Name
D	Vendor-assigned Account number for the MMCAP Facility (this should be the ship-to account number)
E	Invoice Number
F	Invoice Line Number
G	Purchase Order Number
H	Invoice date (mmddyyyy)
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)
J	Vendor's (distributor) SKU item number
K	NDC of purchased product (11 digits leading zeros) as stored in Medi-span, Inc. (Required for pharmaceutical Products)
L	Label Name
M	Unit Dose (Required for pharmaceutical Products)
N	Pack Size
O	Unit
P	Case Size
Q	Dose (Required for pharmaceutical Products)
R	Strength (Required for pharmaceutical Products)
S	Route (Required for pharmaceutical Products)
T	Unit Price (99999.9999)
U	Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999.9999)
V	Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
W	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
X	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
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (9999.9999)
AH	MMCAP Contract Number (MMSxxxxx)
AI	Admin fee (9999.9999)
AJ	Credit Indicator (C for credit)
AK	MMCAP Assigned Wholesaler Code (Codes assigned during the implementation period of the Contract)
AL	Manufacture Name (MFG Name)

Excel Column	Required Data Field Full Name
AM	Class of Trade ( <b>May be left blank</b> )
AN	340B Purchase (1=True, 0=False)
AO	Category
AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXX)
AS	UNSPSC Description
AT	GLN - Global Location Number (if applicable)
AU	GTIN - Global Trade Item Number (if applicable)

All reports indicated in the above must be available in an electronic Microsoft Excel file format and contain the required information fields set forth. Vendor will work with the MMCAP Office during the transition and implementation period of this Contract to ensure the Vendor submits the required reports whose format and content are mutually agreeable to both parties.

**11. Assignment, amendments, waiver, and contract complete**

- 11.1 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.
- 11.2 Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.
- 11.3 Waiver.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 11.4 Contract complete.** This Contract contains all negotiations and agreements between the MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

**12. Liability**

In the performance of this Contract by Vendor, or Vendor’s agents or employees, the Vendor must indemnify, save, and hold harmless MMCAP, MMCAP Members, including their agents, and employees harmless from any claims or causes of action, including attorney’s fees arising out of the performance of this Contract, to the extent caused by Vendor’s:

- a) Intentional, willful, or negligent acts or omissions; or
- b) Actions that give rise to strict liability; or
- c) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the MMCAP’s sole negligence. This clause will not be construed to bar any legal remedies the Vendor may have for the MMCAP’s failure to fulfill its obligation under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP cannot indemnify the Vendor.

**13. State audits**

Under Minn. Stat. § 16C.05, subdivision 5, the Vendor’s books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State of Minnesota, including its MMCAP program, and/or the Minnesota State Auditor or Minnesota Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Contract. This clause extends to MMCAP Members as it relates to business conducted with and sales to that MMCAP Member. Information deemed proprietary and confidential by Vendor will be treated as confidential by MMCAP and MMCAP Member Facility and will not be released to outside agencies, whether public or private, unless the applicable law or legal order requires MMCAP or the MMCAP Member Facility to do so. Prior to any release of confidential and proprietary information required by applicable law or legal order, MMCAP or MMCAP Member Facility will alert Vendor and provide Vendor with an opportunity to review such request before actually providing the confidential and proprietary information. In no event will confidential and proprietary information be released without first notifying the Vendor.

**14. Government Data Practices**

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

Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this clause, the Vendor must immediately notify and consult with MMCAP as to how the Vendor should respond to the request. The Vendor's response to the request shall comply with applicable law.

Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract

## **15. Publicity, Marketing, and Endorsement**

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

**15.2 Marketing.** Any direct advertising, marketing, or direct offers with MMCAP Member must be approved by MMCAP. Materials should be sent to: MMCAP.Contracts@state.mn.us. 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 service contract awards.

**15.3 Endorsement.** The Vendor must not claim that MMCAP endorses its services.

## **16. Governing Law, Jurisdiction, and Venue**

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

## **17. Antitrust**

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

## **18. Force Majeure**

Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **19. Severability**

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

## **20. 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 sixty (60) day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

If the default remains after the opportunity for cure, the non-defaulting party may terminate the Contract or any portion thereof, including any orders issued against the Contract. This remedy shall be in addition to any remedy provided by law or equity.

## **21. Data disclosure**

Under Minn. Stat. § 270C.65, subdivision. 3 and other applicable law, the Vendor consents to disclosure of its federal employer tax identification number State of Minnesota, MMCAP Member, to federal and state agencies, and personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal, State of Minnesota, and MMCAP Member's laws which could result in action requiring the

Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

## 22. Insurance

Vendor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Vendor shall not commence work under the Contract until they have obtained all the insurance specified in the solicitation document. Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

Vendor must maintain the following insurance (or a comparable program of self-insurance) in force and effect throughout the term of the Contract. Vendor is required to maintain following insurance policies (or of their program of self-insurance) and will provide to MMCAP, and maintain current, evidence of such insurance:

**22.1 Workers' Compensation.** Vendor certifies that it is in compliance with Minn. Stat. § 176.181, subdivision. 2, pertaining to workers' compensation insurance coverage. The Vendor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

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

Insurance **minimum** limits are as follows:

\$5,000,000 – per occurrence

\$5,000,000 – annual aggregate

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

The following coverages must be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Completed Operations Liability

MMCAP named as an Additional Insured

### 22.3 Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent):

Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service.

Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

### 22.4 Additional Insurance Conditions:

- Vendor's policy(ies) must be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within five 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;
- Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) will include legal defense fees in addition to its liability policy limits;
- 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.

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

**23. Debarment by State, its departments, commissions, agencies, or political subdivisions**

Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any MMCAP Member; and has not been convicted of a criminal offense related to the subject of this Contract. Vendor further warrants that it will provide immediate written notice to the MMCAP Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Vendor's certification is a material representation upon which the Contract award was based.

**25. Non-discrimination (In accordance with Minn. Stat. § 181.59)**

The Vendor will comply with the provisions of Minn. Stat. § 181.59 which require:

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 vendor 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.

**26. Affirmative action requirements for contracts in excess of \$100,000 and if the Vendor 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.

**26.1 Covered contracts and contractors.** If the Contract exceeds \$100,000 and the Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A vendor covered by Minn. Stat. § 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.

**26.2 Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

**26.3 Minn. R. 5000.3400-5000.3600.**

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

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

disabled workers.

- (1) The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (2) The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (3) In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (4) The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - (5) The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (a) *Consequences.* The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
- (b) *Certification.* The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**27. E-Verify certification (In accordance with Minn. Stat. § 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, 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 upon request.

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

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**29. Cancellation**

MMCAP or the Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 non-disputed work or services performed through the Contract cancellation date.

Vendor understands that an MMCAP Member may immediately discontinue use of this Contract if it does not obtain funding from its funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued.



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.

(b) **Certification.** The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**27. E-Verify certification (In accordance with Minn. Stat. § 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, 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/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Vendor and made available to the State upon request.

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**29. 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, for work or services satisfactorily performed through the Contract cancellation date.

Vendor understands that an MMCAP Member may immediately discontinue use of this Contract if it does not obtain funding from its funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued.

**VENDOR: SAFECOR HEALTH, LLC**

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

Name: Ryan O'Dell  
Signature: Ryan O'Dell  
Title: Chief Marketing & Sales Officer  
Date: 2-14-2019

**STATE OF MINNESOTA FOR MMCAP**

In accordance with Minn. Stat. 16C.03, Subd.3

Name: Sara Turnbow  
Signature: Sara Turnbow, PharmD, BCPS  
Date: 2-15-19

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. 16C, Subd. 2

Name: Perry Ege  
Signature: Perry Ege  
Date: 2/15/19

**Definitions**

Throughout this Contract, the following terms are used as defined.

*DSCSA* – Drug Supply Chain Security Act, and its provisions, in the 10-year roll-out to interoperability in tracking and tracing pharmaceuticals subject to this federal law.

*3T Data* – refers to the data requirement of the DSCSA that includes, Transactional Information, Transactional History and Transaction Statement. 3T Data replaces pedigrees under the DSCSA.

*Pedigree* – A record containing information regarding each transaction resulting in a change of ownership of a given medication, from sale by a manufacturer, through acquisition and sale by one or more wholesalers, manufacturers, or pharmacies, until final sale to a pharmacy or other person furnishing, administering, or dispensing the medication

*EDI* – Electronic Data Interchange - Inter-process (computer to computer application, without use of human intervention, i.e. use of Excel spreadsheets is not EDI) communication of business information in a standardized electronic form.

*MMCAP Member(s) or Member(s)* – Any facility listed by the MMCAP Office on MMCAP's Member Roster. An updated Member Roster is made available to all MMCAP vendors monthly, with the Member Roster available on MMCAP's website at any time. MMCAP Members shall be considered the intended third-party beneficiaries of this Contract.

*MMCAP Office or MMCAP*– The administrative staff of the MMCAP Program responsible for initiating and administering all MMCAP contracts. References to the MMCAP Office and MMCAP may be used synonymously. Located at:

MMCAP  
Minnesota Department of Administration  
Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155

*Repackager*- refers to an establishment that removes a product from its original container and places it into another container or otherwise changes the original container, wrapper, or labeling of any drug package (but not pursuant to a prescription or as part of the practice of pharmacy). Repackagers are registered with U.S. Food & Drug Administration (FDA) for the service of repackaging pharmaceutical products.

*Repackaging Services*- refers to removing a product from its original container and placing it into another container or otherwise changes the original container, wrapper, or labeling of any drug package (but not pursuant to a prescription or as part of the practice of pharmacy).

*Unit of Use*- A method of packaging a product into a single container which contains more than one dosage unit, usually sufficient quantity of medication for one normal course of therapy.

*Unit Dose*- A method of packaging a drug product into a non-reusable container designed to hold a quantity of drug intended for administration as a single dose directly from that container.

*VAWD*- Verified-Accredited Wholesale Distributor is an accreditation for facilities engaged in the act of wholesale drug distribution. To become VAWD-accredited and display the VAWD Seal, facilities must undergo a criteria compliance review, which includes: a rigorous review of their operating policies and procedures; licensure verification; a survey of a facility's operations; and screening through the National Boards of Pharmacy.

*Wholesaler* – Also referred to as *Authorized Wholesaler*, is a business that functions as a purchaser's source of distribution for a wide array of pharmaceutical and related products as identified by the MMCAP Member as their primary source for pharmaceutical purchases.

#### **A. Service Area**

Vendor will provide services in all 50 states including Washington D.C. As of the Contract effective date, Vendor will provide the full range of contracted services under this Contract to all requesting MMCAP Members. The MMCAP Office (represented by the term MMCAP) reserves the right to add or delete MMCAP Members at any time during the Contract term.

Upon complete account set up, Vendor will provide service to the MMCAP Members who complete the Account Documents, identified in Attachment C, and return required Account Documents to the Vendor.

#### **B. Services**

Vendor will provide repackaging services for MMCAP Members nationwide and agrees to abide by all applicable local, state, and federal requirements of pharmaceutical repackaging vendors. The repackaged products are hereinafter referred to as Repackaged Products.

Vendor will accept all shipped products for the purpose of repackaging, that are permitted by law or regulation or manufacturer package insert or guidelines, from Members or directly from an MMCAP authorized pharmaceutical wholesaler, as defined in accordance with the terms set forth in this agreement. Upon receipt, Vendor will repackage the products from the bulk size or other presentation into packaging formats with bar codes as defined by the Member and offered by the Vendor. ("Repackaging Services"). In the event a product that is not permitted to be repackaged is sent to Vendor, MMCAP Member will pay the shipping cost for return.

Vendor will pursue relationships with MMCAP's Wholesalers, Cardinal Health, Morris & Dickson, and AmerisourceBergen. MMCAP will provide support of the repackaging program with its Wholesalers as needed and upon request by Vendor. MMCAP will assist Wholesalers and Members with any denied chargebacks from manufacturers. Any charges applied from the MMCAP Member's wholesaler, will be the financial responsibility and will be charged to the MMCAP Member./Any cost associated from disposal of excess medications that could not be repackaged by a Vendor will be billed as a pass-through cost.

Vendor will not dispense any products labeled for specific patients under this Contract.

#### **C. Regulatory Requirements**

1. *Licensure and Regulatory Compliance*: Vendor represents and warrants it has all required federal and state licenses and registrations required to purchase, receive, possess, store, package, distribute, or otherwise dispose of the products. Vendor is registered and/or licensed by the Food and Drug Administration (FDA) and Drug Enforcement Administration (DEA) as required where it will perform business. Vendor further represents and warrants Repackaged Products will be packaged, labeled, stored, handled, and distributed in all material respects in accordance with the specifications and all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to the following:

- Operating as a “shared service” pharmaceutical Repackager, defined as repackaging bulk drug on behalf of Members, but not taking ownership of product
- Operating as a contract Repackager for pharmaceutical manufacturers and wholesalers

Vendor will maintain its license(s)/registrations/certifications as a Repackager, wholesaler, manufacturer, and/or distributor, as required to do business under this Contract. Some states require a separate license to repackage and/or distribute controlled substances. Vendor will hold these licenses as necessary.

2. *VAWD*: Vendor is a Verified-Accredited Wholesale Distributor (VAWD) and will maintain this certification for the duration of this Contract.

Vendor’s Quality Program and associated Standard Operating Procedures (SOPs) assure Vendor’s compliance with FDA, DEA, state and federal regulations. Vendor will review SOPs, conduct internal quality audits, and seek and implement improvement on an ongoing basis.

3. *Mandated Regulations*: Vendor will operate its repackaging facilities in compliance with all applicable federal and state regulations, including, but not limited to 21 CFR Parts 210 and 211 cGMP regulations. Vendor will comply with FDA regulations, FDA Guidance to the Industry, DEA regulations, applicable sections of the current official version of United States Pharmacopeia (USP)/ National Formulary (NF), and the Food, Drug, and Cosmetic Act.

4. *DSCSA and State Pedigree Regulation Compliance*: Vendor will adhere to all Food and Drug Administration (FDA) labeling requirements and follow Drug Supply Chain Security Act (DSCSA) regulations through an electronic track and trace resource by providing product identifiers and item-level serialization. Vendor retains the receipt and transmission of all 3T data/pedigrees required for further distribution. Vendor will receive either electronic or paper 3T data/pedigrees and will archive any data for future use for Members through the TraceLink system.

Vendor utilizes a cloud-based portal, TraceLink. TraceLink provides the Member with individual login information to securely access their stored transaction history, information and statements at any time. All DSCSA data in the TraceLink system is stored in the USA. Vendor will conform to current and future DSCSA laws and requirements.

5. *Communication to MMCAP and Members*: Vendor will maintain ongoing, timely communication to MMCAP and Members concerning regulatory changes related to repackaging. Depending on the nature of the change and the number of affected Members, this communication maybe by phone, email, or letter. In the event of a recall of either a Repackaged Product or repackaging component, Vendor will provide notification to affected Members within three business days upon learning of the recall from the FDA or the original manufacturer of the product(s) or component(s).

6. *Clean Environment*: Vendor’s clean environment SOPs, methodology, and processes are consistent with 21 CFR § 211.67 Current Good Manufacturing Practice for Finished Pharmaceuticals— Equipment—Equipment Cleaning and Maintenance and 21 CFR § 211.182 Equipment Cleaning and Use Log. Per regulatory requirements, all areas of Vendor’s facility are climate-controlled, and humidity and temperature are recorded for each Repackaged Product. Devices are calibrated at least annually, and calibration is documented. Temperature and humidity documentation are required for each production run, and this information is documented on the start-up form (Batch Record Form), which is incorporated here by reference.

All areas of Vendor’s facility are maintained to meet or exceed acceptable industry standards. Vendor’s

cleaning process will undergo a strict validation requirement using an outside, certified laboratory for verification at least annually. Total bacteria count (TBC) will be performed.

Vendor will maintain daily, weekly, monthly, and quarterly cleaning logs.

Vendor has developed, maintains, and will follow internal SOPs. SOPs can be reviewed by MMCAP upon request.

Cleaning Procedures:

- General Housekeeping
- Pest Control
- Pod Cleaning
- MTS 500 Machine Cleaning
- MTS 350 Machine Cleaning
- Utensil Cleaning
- Repackaging Personal Hygiene and Gowning

#### **D. Repackaging of Products:**

Vendor will accept all qualified (un-opened, un-damaged, oral/non-sterile, able to repackage per FDA or manufacturer requirements), shipped products for the purpose of repackaging from Members or a Wholesaler. Upon receipt of the products, Vendor will repackage the products from the bulk size or other presentations into unit dose packaging formats with bar codes or as defined by the ordering Member. Vendor will not subcontract repackaging of products to other vendors.

1. *Provision of Components:* Vendor will supply all bottles, containers, and labels (“Components”) necessary to repackage the products in the Vendor’s standard repackaging formats. All Components will comply with applicable regulatory requirements. The Vendor’s name may appear on the label of Repackaged Products.

2. *USP Container Requirements:* Vendor has incorporated and will continue to adhere to all applicable requirements as detailed by sections of the USP into its SOPs. Vendor will provide the following packaging types:

- Unit-dose perforated strip packaging
- Unit-dose liquid cups
- Oral syringes
- Blister cards
- Red cards available for control medications
- High-density polyethylene (HDPE) bottles
- With or without child resistant closure
- Tamper evident tape

Members may request other types of packaging and/or custom configurations. Vendor will make reasonable efforts to adhere to these requests. Custom configurations or non-standard packaging formats may be subject to additional but reasonable charges. Vendor will receive approval from the Member for custom configurations or non-standard packaging and associated charges.

3. *Controlled Substance Repackaging Schedule II-V:* Vendor will repackage medications classified as Schedule II-V under the Controlled Substances Act and as listed in the most recent list published annually (Title 21 Code of Federal Regulations [C.F.R.] §§ 1308.11 through 1308.15). Schedule II items in bulk packaging must be shipped directly from the Member to the Vendor. The Member will need to properly execute a DEA 222 Form for all Control II products sent to the Vendor for repackaging. The Member will provide Vendor with Power of Attorney (POA) authorization listing. Vendor will further complete the DEA Controlled Substance Order Form (DEA 222). All DEA 222 Forms will be stored in a locked location with accessibility limited to Vendor’s management associates.

Vendor will keep a sequential and perpetual log of MMCAP Members' DEA 222 forms. The DEA 222Forms will be listed by serial number and include any voided, used, or unused forms. Vendor will follow all requirements in the Code of Federal Regulations (CFR) Section 1305.3 Distributions requiring a DEA222 Form or a digitally signed electronic order as described on [http://www.deadiversion.usdoj.gov/21cfr/cfr/1305/1305\\_03.htm](http://www.deadiversion.usdoj.gov/21cfr/cfr/1305/1305_03.htm). Vendor reports all CII transactions to the DEA through Automation of Reports and Consolidated Orders System (ARCOS).

A Member utilizing this Contract for repackaging of Schedule II controlled substances must contact customer service to ensure all necessary information is in place.

4. *Refrigerated Items*: Vendor will repackage refrigerated products. Products will be kept in a controlled environment consistent with manufacturers' guidelines while being repackaged, prior to and including shipment.

5. *USP 800 compliance*: USP General Chapter <800> provides standards for safe handling of hazardous drugs to minimize the risk of exposure to healthcare personnel, patients and the environment. Vendor ensures the safe handling of hazardous drugs and has procedures for deactivating, decontaminating, cleaning, documenting, and identifying hazardous substances. These procedures apply to all personnel who receive, prepare, transport, or otherwise come into contact with hazardous drugs to ensure Members are not exposed to hazardous substances on any of our repackaged or relabeled products. Vendor will assist Members regarding the safe handling of repackaged hazardous drugs as the USP 800 requirements are further defined and will provide guidance on how each package will be identified when the product is considered hazardous.

6. *Packaging Samples*: Vendor will provide reasonable quantities of sample packaging that does not contain drug product to Members prior to account setup or any time after, upon request.

7. *Emergency Orders*: Vendor will process emergency requests within 24 hours of phoned or faxed requests. Vendor and Member will communicate clearly the expectations of the order including timelines and shipping of repackaged products in an emergent situation. Shipping charges will be added to the Member's invoice.

8. *Other Repackaging Service Offerings*: Vendor will provide additional repackaging services and/or custom, non-standard repackaging and labeling formats to Members as mutually agreed to by the parties and specified within a fully executed amendment to this Contract. Shipping charges for all orders will be billed at a pass-through cost. MMCAP Member Facility will have the option to select the shipping service needed.

#### **E. Quality of Repackaged Products**

1. *Inspection of Repackaged Products*: Vendor is responsible for all sampling and testing of Repackaged Products to ensure conformity in all material respects with packaging specifications. Vendor will accept input from the Member regarding label needs, commercially-available bar-code symbology, National Drug Code (NDC) number, lot number, and expiration date ("Specifications"). Members will have ten (10) days to inspect the Repackaged Products upon receipt from Vendor. In the event a Member believes the Repackaged Products do not materially conform to the Specifications, the Member is required to notify Vendor. Non-conforming Repackaged Products, that are mutually agreed upon by Member and Vendor, will be managed by Vendor in accordance with Section F, Returns.

2. *Incidental Product Loss*: In the course of performing services under this Contract, an immaterial amount of product loss may occur. This includes but is not limited to liquid residual loss and/or crushed

or damaged tablets. Any costs incurred by Vendor for disposal of such items will be billed to MMCAP Member as a pass-through cost.

3. *Batch Records:* Vendor will create and assign a batch record to each batch of Repackaged Products according to Vendor's quality process and SOPs. The record will include but is not limited to: (a) a bar-code scan of the drug and double entry of both the manufacturer's lot number and product expiration date, (b) the total number of units repackaged by Vendor, and (c) a unique Vendor lot number for the Repackaged Product. In accordance with FDA regulations, Vendor will retain one sample of repackaged product for quality assurance. Vendor will tie its lot numbers to the lot number of the original manufacturer's product lot number received from the Member or the Wholesaler.

4. *Determination of Expiration Dates:* Vendor will comply with applicable FDA regulations and guidelines to determine expiration dating based on specific packaging formats and individual product and/or original manufacturer requirements.

5. *Best Dating:* Vendor will follow FDA regulations set forth in the Compliance Policy Guide Sec. 480.200 Expiration Dating of Unit-dose Repackaged Drugs and Compliance Program Manual, Chapter 56-Drug Quality Assurance, Subject: Drug Repackagers and Relabelers. Vendor maintains a list of specific items with a shorter expiration dates due to manufacturer specifications and/or specific product requirements and will communicate and update this list to Members from time to time.

At no time will the Vendor expiration date of the product exceed the original expiration date used by the manufacturer.

6. *Recalls:* Vendor will notify Members via email, fax, or mail that is impacted by original manufacturer product recalls. Vendor will track NDC numbers and original manufacturer lot numbers for all Repackaged Products. Vendor will notify Members of recalls affecting Repackaged Products or Components within 3 business days of receiving notification of the recall. Vendor will also provide each Member the information necessary to research and confirm manufacturer recalled Repackaged Products. Manufacturer recalled products and Repackaged Products are to be returned via the instructions provided by the manufacturer.

Component recalls (e.g., Vendors packaging) are to be returned to the Vendor. Members should contact Vendor's Customer Service for specific instructions.

7. *Products Not Repackaged:* Vendor does not currently repackage the following:

- Sterile products
- Sublingual Nitroglycerin Tablets
- Medications in which the manufacturer states in its package insert, "Dispense in original container."
- Powders
- Creams and ointments can be relabeled but not repackaged
- Any drug products which the FDA finds packaging stability issues

Members should contact the Vendor to ensure the products can be repackaged prior to product shipment. Items that cannot be repackaged by Vendor will be returned to Member Facility.

#### **F. Quality Assurance Review Process**

Vendor will perform quality assurance reviews on all lots of Repackaged Products before being released for shipping to the Member Facility.

All Repackaged Products will be repackaged by a packaging technician and will be reviewed by the supervisor/team lead for accuracy and compliance with current good manufacturing practices (cGMP). Repackaged Product will then be sent to the Vendor's quality control area for inspection, review, and approval. Vendor's staff will inspect the Repackaged Product by: comparing the Repackaged Product with the original manufacturer's bottle, insuring all packaging instructions are met, reviewing the batch record documentation for completeness and accuracy, reviewing the yield, and reviewing label accountability for labels.

All Repackaged Products orders will undergo a final quality assurance review before being released for shipment to the Member Facility.

**G. Returns.** Vendor will assist Members with Repackaged Product return as follows:

1. *Product Damaged During Shipment from Vendor to Member Facility:* If, upon inspection of Repackaged Products, a Member discovers damage to the boxes or Repackaged Products due to improper FedEx, UPS, or USPS handling or care during shipment, Members must immediately notify Vendor's Customer Service team. The Member must provide Vendor its order number, FedEx, UPS, or USPS shipping number, date received a detailed description of the damage, and pictures of the damaged box and contents, if possible. If the damage claim is the result of the shipping agent, Vendor will assist the Member in filing its claim. All Members will hold the damaged materials in a segregated area until the claim filing process is completed.

2. *Non-Conforming Repackaged Products:* Upon receipt of Repackaged Products from Vendor, Members will have ten (10) days to inspect such Repackaged Products for defects or lack of conformity with specifications. Upon discovery of non-conforming Repackaged Products, Member must immediately contact Vendor's Customer Service at 1-866-845-3791 and provide:

- Vendor order number
- Copy of the label and description of the packaging
- Copy of the original order
- NDC number
- Vendor lot number of the Repackaged Product

Members must make arrangements with Vendor to return the non-conforming Repackaged Product to Vendor for further inspection and/or investigation. Repackaged Products that Vendor agrees are defective or do not conform to Specifications due to fault of Vendor will be issued a return authorization.

3. Upon receipt of the returned Repackaged Product, Vendor will inspect and investigate the non-conforming Repackaged Products. Upon confirmation that non-conformance is the result of Vendor fault or error, the Member may request a replacement order at no charge or request a credit.

4. In the event Vendor is required to rework any non-conforming Repackaged Products, Vendor will reimburse Member for the cost of shipping the non-conforming Repackaged Products back to Vendor. Vendor will ship the replacement Repackaged Products to the Member FOB origin, freight prepaid overnight.

5. Vendor, Member, and MMCAP will handle dispute resolution for unresolved issues as defined in Article 9.3, Dispute Resolution. In no cases will product be shipped to Vendor by Member Facility without first notifying Vendor of intended shipment.



6. Medications that are received by Vendor from a Member Facility's wholesaler will be inspected upon receipt and any missing or damaged product will be communicated to Member Facility so that Member Facility can coordinate remediation or product replacement with their wholesaler.

#### **H. Customer Service**

The Vendor will designate an Account Management Team for MMCAP. The assigned Account Management Team will have the depth of experience needed to serve in a solution-oriented role. The principal resources identified by the Vendor are confirmed as to having the authority to make decisions on behalf of the Vendor and to be empowered to provide accountability. The Account Management Team will be staffed with qualified resources along with additional resources to provide sufficient back-up support if the principal resources become unavailable.

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

- a. Maintaining and managing the MMCAP Contract, including timely execution of all amendments.
- b. Responding to all MMCAP inquiries, acknowledging receipt within 48 business hours. Responses to inquiries submitted outside the routine business hours, weekends or holidays will be due the next business day.
- c. Conducting annual Business Reviews live or via teleconference with MMCAP staff on the anniversary date of this Contract. The review will be at a time that is mutually agreeable to Vendor and MMCAP and, at a minimum, will address: a review of sales to Members, pricing, Contract terms, administrative fees, supply issues, Member concerns, and any other necessary information.
- d. Serving as a conduit to key management personnel, who may also be contacted in case of emergencies.

Vendor Primary Account Representative is:  
Susan Scott, Director of Operations/Quality Assurance,  
Email: [sscott@remedyrepack.com](mailto:sscott@remedyrepack.com)  
Phone: (724) 465-8762 Ext. 1073

Contract Manager is  
Mark Zilner, RPh, COO  
E-mail: [mzilner@diamondpharmacy.com](mailto:mzilner@diamondpharmacy.com)  
Office: 800-882-6337 ext. 1003

Vendor Website Address: [www.remedyrepack.com](http://www.remedyrepack.com)

*2. Business Review.* Vendor will hold an annual business review with MMCAP with the Vendor's Primary Account Representative(s) and additional reviews as deemed necessary by MMCAP's Authorized Representative.

Vendor may be expected to provide, at a minimum, the following:

- a. Sales to Members
- b. Pricing and Contract terms
- c. Technology Issues
- d. Success Stories and Opportunities Ongoing.
- e. Any federal and/or state legislation/regulatory changes impacting MMCAP or MMCAP Members
- f. Customer Satisfaction/MMCAP Member Issues

- g. Relevant current and planned initiatives, both of MMCAP and the Vendor, and any associated action plans
- h. Vendor Performance

3. *Customer Service to MMCAP Members.* Vendor will provide Customer Service and Sales personnel for assistance, inquiries, and new account set-up.

- a. Members may contact Vendor's Customer Service by phone at 1-866-845-3791 or fax at 1-866-307-9744.
- b. Vendor's Customer Service is available 24 hours a day, 7 days a week, 365 days per year.
- c. Vendor will not have customer service center calls off-shored.
- d. Vendor's online ordering system can be accessed by each Member. A user ID and password will be required.
- e. If ordering product where the drugs are to be supplied from Vendor, those Member may utilize Vendor's online ordering program.
- f. Vendor's Customer Service will assist with providing instruction and tracking account setup.
- g. Vendor's customer service and sales teams will follow upon inquiries in a reasonable timeframe.
- h. Vendor's pharmacy services team will be available for specific questions including, but not limited to, labeling, clinical, and regulatory issues.
- i. MMCAP requires a separate MMCAP Member Application and Agreement with RemedyRepack named as the ship to party.

#### **I. Account Set up and Contract Transition.**

1. The following forms and information must be provided in order to open an account:
  - a. RemedyRepack MMCAP Member Information Form and Account set up –Attachment C, which is attached and incorporated,
  - b. Copies of DEA and State Board of Pharmacy licenses, as requested,
  - c. A list of products the Member wishes to have repackaged, requested repackaging presentations, and estimated monthly/annual quantities for repackaging,
  - d. Credit Information (as determined by the Vendor on a case by case basis),
  - e. Members' Wholesalers' bill to/ship to account information for shipping product to the Vendor,
  - f. Members must indicate a desire to have services billed back through their Wholesaler at the time of account set up. Any costs charged by the wholesaler to the Vendor will be added to Member Facility's invoice as a pass-through cost.
2. MMCAP Member that are currently contracted with the Vendor for the services, or substantially similar services, as set forth in this Attachment A, Vendor will transition each MMCAP Member from the existing contract (and existing contract terms) to this Contract when the term of their existing contract expires, and the terms of this agreement will preside.
3. If the MMCAP Member is not currently contracted with the Vendor for the services, as set forth in Attachment A, Vendor will implement this contract (and its terms) for the MMCAP Member after the MMCAP Member Information Form and Account set up information (Attachment C) are fully completed by the MMCAP Member and submitted to the Vendor.
4. In completing this transition, Vendor will work with MMCAP and MMCAP Members to determine the appropriate steps and schedule, subject to the above, for the transition. Vendor acknowledges that the transition may be dependent upon the terms of any existing contracts and subject to the notice provisions. MMCAP and MMCAP Member acknowledge that the transition is dependent on Vendor receiving completed Account Documents (Attachment C) from the MMCAP Member required for implementation of services.

5. Vendor will promptly notify the MMCAP Member in reasonable detail of any missing or incomplete documentation required for account set-up.

**J. Product Orders.**

1. Vendor's account set up process asks for the packaging specifications for each product the Member wishes to have repackaged.
2. Vendor will accept repackaging orders from Members by the following methods:
  - Wholesaler Bill To/Ship To account
  - Shipped directly from an MMCAP Member (e.g., Members' existing inventory, as long as product is in an unopened, original container from the manufacturer)
  - Drop shipped from the manufacturer or another authorized supplier
3. Vendor will assist Members with setting up Bill To/Ship To accounts with Members' Wholesalers. Vendor will verify the order against the Wholesaler's or Manufacturer's packing slips and note any discrepancies in the Wholesaler's shipment.
4. Vendor will notify the Member, Wholesaler and/or the Manufacturer of any discrepancies in the shipment.
5. Vendor will contact the Member to determine if the Member wants short-dated products received from the Wholesaler/manufacturer/Member repackaged or returned.
6. Vendor will work on behalf of the Member to identify damaged products and assist in the return process to the Wholesaler.
7. Vendor will repackage products received according to prearranged instructions from each Member.
8. Members may request assistance from the Vendor with the setting of product reorder points otherwise known as PAR levels to best utilize repackaging services.

**K. Fees and Payment:**

1. Members will be charged at rates set in Attachment B, which is attached and incorporated.
2. Pricing set forth in Attachment B, will remain firm for the initial two (2) year term. All changes to the Scope of Work or Fee's will be communicated to the MMCAP Office in writing with a minimum of thirty (30) days' advanced notice. No changes to the Fee's may take affect without MMCAP's acknowledgement and a fully executed amendment to this Contract.
3. Price decreases may be offered to MMCAP at any time.
4. Price increases are allowed at a maximum of 2% once per Contract year after the initial two-year firm pricing term and must be competitive within the repackaging marketplace.
5. All Members are eligible for pricing listed in Attachment B. Tier placement will be evaluated and adjusted according to the volume of product being repackaged.
6. *Additional Fees:* Subject to Attachment B, no fee, percentage, or other cost not previously identified herein may be added to the products purchased under the MMCAP Contract unless the fee, percentage, or cost is defined and approved in writing by the MMCAP Member or MMCAP. Shipping costs from

Vendor to Member Facility will be billed as a pass-through cost and the Member Facility will have the option of selecting shipping type.

7. *Conditions of Payment:* All services provided by the Vendor under this Contract must be in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Vendor will not receive payment for specific Repackaged Products determined by the MMCAP Member, and mutually agreed upon by the Vendor, to be non-conforming as a result of Vendor error or performed in violation of federal, state, or local laws.

8. *Purchasing and Credit Cards:* Vendor will accept purchasing credit cards as a method of payment. If a Member requires the use of a credit card for payment, Vendor's terms for credit card payments will be net 30 days. If paying by check or EFT, payment terms are net 30 days. Due to the additional costs involved in processing credit card payments, a fee of three percent (3%) is added. Advanced written notice to MMCAP is necessary should Vendor's third-party processing charges be increased by its third-party credit card vendor.

9. *Order Minimums:* No order minimums are associated with this Contract.

#### **L. Delivery, Packing and Shipment.**

1. *Delivery:* Members will receive Repackaged Products from Vendor within 3-5 business days after receipt of bulk product by the Vendor from the Member's Authorized Wholesaler, or as mutually agreed upon by the Vendor and Member. The agreement of a timeframe longer than 7 business days must be in writing with the Member's acknowledgement. Large orders, custom orders, label approvals, custom label requirements, shipping preferences and geography may extend the 3-5 day guideline.

2. Vendor can only ship to a location that provides a current DEA registration license for controlled substance medications. All other shipments require only a facility license and/or a medical license. Members may designate a specific delivery location within a facility and/or person to sign for orders if permitted by the shipping company, according to their internal policies and procedures and/or state regulations.

3. All Repackaged Products will be packed in suitable containers for protection during shipment and storage, in accordance with applicable manufacturer specifications. Each container of a multiple container shipment must be identified to show the number of the container and the total number of containers in the shipment and must include a packing slip for each multiple container or identify the container in which the packing slip has been enclosed.

4. All shipments by the Vendor to the Member must include packing slip identifying: Vendor's account number for the Member, item number, quantity, unit of measure, and description of the goods shipped.

5. Shipping containers must identify appropriate storage requirements on the outside of the container (e.g., refrigerate upon arrival).

6. All shipments of Repackaged Products will be shipped to Members by the Vendor via FedEx, UPS, or USPS.

7. In order to minimize shipping costs, multiple products that have been repackaged will be combined in as few shipping containers as possible.

8. Refrigerated items will not be shipped over a weekend and may require overnight shipping depending upon the manufacturer requirements. Vendor will not repackage refrigerated items; however, is able to provide relabeling services for refrigerated items.

**M. Invoicing:** Vendor agrees that Member will be invoiced at the MMCAP Contract price for Repackaged Products throughout the term of this Contract.

1. When invoiced directly from Vendor, Members shall pay all amounts due in full within 30 days of the date of the invoice.

2. Vendor will submit an invoice with each order. At a minimum, Vendor's invoice will contain the following fields:

- MMCAP Member Name
- Vendor-assigned account number for the Member
- Invoice number
- Member's purchase order number
- Invoice date
- Invoice due 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

3. Members may also elect to have Vendor invoice its services through their Wholesaler. Members will need to work with its Wholesaler prior to utilizing this service. Any Wholesaler upcharge for this pass-through billing will be a financial responsibility of the Member Facility. Vendor and Wholesaler requirements must be fulfilled prior to invoicing repackaging services through the Wholesaler.

4. Vendor will ensure that packing slips, invoices and any other type of billing statements have a common correlation for ease of auditing by Members.

#### **N. Business Interruption Plan**

Vendor must have, in-place during the term of this Contract, an emergency preparedness and business continuity plan. Upon request, Vendor will work with the MMCAP Members to develop a pre-selected list of Products that would be needed in the event of a national or regional emergency and shipped upon availability. The Vendor's emergency preparedness and business continuity plan is to include specificity on how the Vendor will ensure that MMCAP Members would continue to have services during a regional/national disaster or other unforeseen circumstances.

As part of the Business Continuity Plan, Vendor will provide:

1. Emergency customer support and centralized command and control centers
2. Procedures for contacting employees
3. Strong relationships with trading partners
4. Working relationships with government agencies and industry trade associations

**Attachment B Fees**

Quantities which determine pricing tiers shown in the tables below are assessed per category, and are **aggregated monthly**. Fees are payable by MMCAP Member to Vendor.

<b>Blister/Bingo Cards OR Individual HDPE Plastic Bottles (Class A, 1 year expiration date)</b>	
<b>Number of 30 Count Cards OR 60cc HDPE Bottles Per Month</b>	<b>Fee Per Each 30 Count Card OR 60cc HDPE Bottle</b>
1-500	\$2.25
501-1,000	\$2.00
1,001-10,000	\$1.75
Greater than 10,000	\$1.50

\*Beta-lactam and penicillin-based products will have an additional fee of \$1.00 per card/bottle

<b>Unit-Dose Oral Solids (tablets and capsules) in Strip Packaging</b>	
<b>Pieces Per Month</b>	<b>Fee Per Each Unit-Dose Piece</b>
1 - 10,000	\$0.12
Greater than 10,000	\$0.10

\*Beta-lactam and penicillin-based products will have an additional fee of \$0.15 per piece

<b>Unit-Dose Oral Liquids in Unit-Dose Cups (15ml, 25ml, or 35ml cups)</b>	
<b>Pieces Per Month</b>	<b>Fee Per Each Cup</b>
Any Quantity	\$0.50

\*Beta-lactam and penicillin based products will have an additional fee of \$0.50 per cup

<b>Pre-filled Oral Syringes (1ml to 20ml, where each syringe is flag labeled and has a safety cap)</b>	
<b>Pieces Per Month</b>	<b>Fee Per Each Pre-Filled Syringe</b>
1 - 10,000	\$1.35
Greater than 10,000	\$1.25

\*Beta-lactam and penicillin based products will have an additional fee of \$0.50 per syringe

<b>Relabeling Services for any drug product that remains in its original manufacturer packaging and that does not require any additional repackaging services</b>	
<b>Pieces Per Month</b>	<b>Fee Per Each Relabeled Piece</b>
1 - 10,000	\$0.30
Greater than 10,000	\$0.25

\*Beta-lactam and penicillin-based products will have an additional fee of \$0.50 per labeled product

## **Additional Terms and Services**

### **1. Credit Cards Payment Fees**

A three percent (3%) transaction fee will be assessed for payments received by credit card or purchase card.

### **2. Shipping Fees**

Shipping costs from Vendor to Member Facility will be billed as a pass-through cost and Member Facility will have the option of selecting ground or next business day shipping.

### **3. Contract Administrative Fee (Payable by Vendor to MMCAP)**

Vendor will pay an administrative fee to MMCAP in the amount of 3% of all repackaging/relabeling fees per submitted order (net of any shipping costs, special credits, special returns, wholesaler billing fees, Member imposed procurement fees, and credit card transaction charges). Administrative fees paid to MMCAP will only be inclusive of repackaging/relabeling fee and will at no time include the cost of medications purchased or received for/by Member facilities. Terms for the payment of administrative fees and reporting is specified in Section 10.

### **4. Member-Requested Participating Agreements**

Member imposed procurement fees applied to the use of this contract will be added to the costs shown in Attachment B. States who imposed procurement fees on service contracts will need to provide this information to MMCAP so that a Member-Requested Participating Agreement (MPA) can be executed to have these fees appropriately represented in the fees assessed by the Vendor, and to specify how payments are to be made by the Vendor to the Member for the procurement fees collected. All MPAs must be approved by the parties and amended into Attachment D.

### **5. Repackaging of 340b Medications**

If a Member elects to send medications purchased as part of a 340b program to the Vendor, the Vendor hereby agrees to repackage products at the Fees set forth in this Contract.

### **6. Additional Services**

Services outside the specifications in this Contract, based on the unique needs of a Member (including but not limited to package sizes, packaging not quoted herein, or third-party billing arrangements) for which Vendor may incur additional costs, management fees, or repackaging/relabeling fees, shall be negotiated in good faith between Member, MMCAP, and Vendor prior to the time that such unique/additional services are to be provided, and before any repackaging or relabeling production begins.



625 Kolter Drive,
Indiana, PA 15701
Ph: 724-465-8762 / 866-845-3791
Fax: 724-599-3678 / 844-329-8164
Orders: remedyorders@remedyrepack.com

MMCAP Facility Information Form

Welcome to RemedyRepack! We are eager to begin providing you with a level of service far and above our competition. In order for us to effectively meet this standard, we ask that you please provide the following information.

Please complete this form for each unique facility as soon as possible and email or fax to Chelsea Boyer at cboyer@remedyrepack.com or 844.329.8164. If you require assistance completing this form, contact Chelsea at 1.866.845.3791x 7389.

Requested Start Date: \_\_\_\_\_

Facility Full Name: \_\_\_\_\_

Fed Ex/UPS Shipping Address (No PO Boxes):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone \_\_\_\_\_ ext \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Packaging

How would you like your medications currently packaged?

- HDPE White Bottles Blister Cards U/D Wholesale

Other \_\_\_\_\_

Formulary

Does your facility currently utilize a drug formulary? YES NO
If so, please provide us with a copy.



**Electronic Ordering & Inventory Management**

Diamond provides its Sapphire SE, a complete electronic ordering and inventory management application, free to its Remedy customers.

Are you interested in our free Sapphire SE program? YES NO  
If so, please provide contact information below, and a member of the Sapphire team will be in touch.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Facility: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Electronic Pedigree Papers**

The FDA requires us to send pedigree papers with stock prescription medications which must remain on file. We will provide these via electronic access through a website to eliminate filing unless your facility does not have internet service. Please provide the following information:

Pedigree Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
If internet access is not available at your site, provide appropriate fax number: \_\_\_\_\_.

**Delivery**

We will utilize FedEx ground shipping Monday-Friday where available. If shipping address is different than listed above, please provide address below.

\_\_\_\_\_  
\_\_\_\_\_

Is there staff available on weekends or holidays to receive shipment of medications if FedEx Next Day Air is needed? YES NO

We have the ability to send electronic order confirmations, which may be delivered via email or fax. The purpose of this confirmation is to inform you of exactly what has shipped in your order. These items will also be listed on your delivery sheet accompanying your delivery.

Would you like to receive delivery confirmations? YES NO

Email address and/or fax number to send confirmations to: \_\_\_\_\_  
\_\_\_\_\_

**Invoicing**

Is your facility exempt from state and/or local sales tax? YES NO

If yes, please provide all applicable tax exemption certificates for all states in which Remedy would be shipping goods.

If not, please provide a list of states where Remedy would be shipping goods.

Monthly invoices can be sorted in a variety of different formats, which would you prefer?

By Date  Alphabetical by Medication

Billing Contact Person: \_\_\_\_\_

Bill To Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Would you like to receive your invoices electronically via a secure email or fax number instead of hard copy?  YES  NO

If hardcopy, how many copies are needed? \_\_\_\_\_

Do you require a purchase order to process payment?  YES  NO

**Facility Notifications**

Would you like to receive STAT notifications from RemedyRepack, such as delivery delays, drug recalls, holiday schedules, new procedures, etc.?

If yes, how would you like notifications to be sent?

Contact name \_\_\_\_\_

Email \_\_\_\_\_

Fax ( ) \_\_\_\_\_ - \_\_\_\_\_

Both

**Stock Medications**

We are required by Federal Law to maintain the proper licensing records in order to provide any **stock** (non-patient specific prescription) medications to your facility. In order for us to provide this service, **one** or more of the following sections must be completed:

Facility Name \_\_\_\_\_  
Facility Address \_\_\_\_\_

1.) If your **facility** currently has a state pharmacy license and/or DEA license, please complete the following information.

Pharmacy State License # (permits facility to receive non-control stock medication)  
\_\_\_\_\_ Expiration Date: \_\_\_\_\_

Pharmacy DEA # (permits facility to receive both control and non-control stock medication)  
\_\_\_\_\_ Expiration Date: \_\_\_\_\_

Power of Attorney Name on License taking responsibility for stock medication:  
\_\_\_\_\_

**A copy of each license must be provided.**

2.) **This section only needs completed if your facility wants to receive control stock medication but does not have the proper licensing per Section 1.**

If your facility does not have a DEA license and your facility wishes to receive CONTROL and NON-CONTROL stock medication, a DEA licensed physician must log onto the DEA website and change his/her BUSINESS ADDRESS to the address of the facility. Performing this task permits your facility to receive both control and non-control stock medication. If a single prescriber is taking responsibility

for control stock medication at several sites, the physician must have multiple DEA licenses for each site reflecting the address of each individual facility.

Physician name \_\_\_\_\_ Date \_\_\_\_\_

Physician Federal DEA # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**A copy of each license must be provided.**

**3) This section only needs completed if your facility meets NONE of the above criteria, but wishes to obtain non-control stock medication.**

If your facility does not have a license (pharmacy or DEA) NOR will a DEA licensed physician change his/her business address on his/her DEA license, your facility may still obtain NON-CONTROL stock medication. In order to do so, the following section requires completion by a licensed physician stating that he/she is taking responsibility for oversight of all non-control stock medications at your facility.

I, \_\_\_\_\_ (prescriber name printed), take full responsibility of all stock, non-patient specific medications ordered and received by the address listed above. In addition, I hereby permit Remedy Repack to ship all stock medications to the address listed below.

Prescriber Signature \_\_\_\_\_ Date \_\_\_\_\_

Prescriber State License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**A copy of each license must be provided.**