



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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **190000000357**
 between
 THE STATE OF MICHIGAN
 and

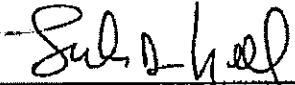
CONTRACTOR	FFF Enterprises, Inc.
	44000 Winchester Rd
	Temecula, CA 92590
	Luke Noll
	800-843-7477 ext 1128
	lnoll@fffenterprises.com
	CV0014960

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

CONTRACT SUMMARY			
DESCRIPTION: Influenza Vaccination pre-ordering through MMCAP			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 15, 2019	March 14, 2024		
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.25%, 20 days, Net 60 days			
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 Notice of Contract is a result of MMCAP vendor contract MMS 14003. Orders for delivery will be issued directly by participating Departments through issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$90,000.00

FOR THE CONTRACTOR:

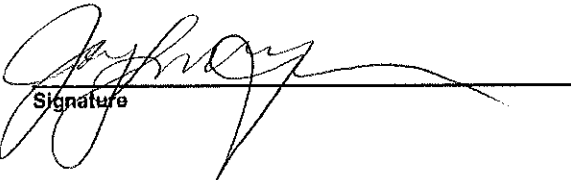
FFF Enterprises, Inc.
Company Name


Authorized Agent Signature

Luke Noll
Authorized Agent (Print or Type)

March 27, 2019
Date

FOR THE STATE:


Signature

Joy Nakfoor – Category Specialist
Name & Title

DTMB – Central Procurement
Agency

27. March 2019
Date

Member-Requested Participation Addendum (MPA)

This Addendum (“**MPA**”) is entered into by State of Michigan (“**Member**”) and FFF Enterprises, Inc., a corporation, with a principle address of 44000 Winchester Road, Temecula, CA 92590 (“**Vendor**”) and incorporates the Minnesota Multistate Contracting Alliance for Pharmacy, an agency of the State of Minnesota (“**MMCAP**”) vendor contract MMS14003 (“**Vendor Contract**”).

WHEREAS, MMCAP and Vendor executed the Vendor Contract on January 24, 2014.

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

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

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

THEREFORE, the parties agree as follows:

I. **DEFINITIONS**

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

II. **EFFECTIVE DATE AND TERM**

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

III. **SCOPE**

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

IV. **GENERAL PROVISIONS**

- A. **Assignment**: Except as affirmed in this MPA, the Member nor Vendor will not assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP.

- B. **Counterparts and Electronic Signature:** The MPA cannot be executed in counterparts and will not be enforceable until MMCAP has obtained all required signatures. If requested by MMCAP, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP in order for this MPA to be a transferable record, to ensure that MMCAP has control of the authoritative copy of such transferable record.
- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

BY AND BETWEEN:

FOR THE MEMBER:

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

VENDOR: FFF Enterprises/Inc.

Signature: [Signature]
By: Luke D. Noll
Title: Director Vaccine Sales
Date: 3-18-2019

STATE OF MICHIGAN

Signature: [Signature]
By: James C. Angelo
Title: Chief Account Officer
Date: 2/6/19

IN AN APPROVAL CAPACITY ONLY:

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

Signature: [Signature] Printed: James Babbitt Date: March 25, 2019

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

Signature: [Signature] Printed: Jennifer VandArts Date: 3/25/2019

[SIGNATURE PAGE]

EXHIBIT A

Vendor Contract and other Applicable Legal Documents

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

1. Vendor Contract MMS14003

EXHIBIT B

Language Modification of the Vendor Contract

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

Modification of Terms:

This has been intentionally been left blank.

Additional Terms:

1. **Vendor Contract Identification:** Member will identify the Vendor Contract as 190000000357.
2. **Terms of Payment.** Vendor must register with the State of Michigan at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Vendor does not register, the State of Michigan is not liable for failure to provide payment.

3. **Primary Contact for Member:**

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

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

This contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and FFF Enterprises, Inc., 41093 County Center Drive, Temecula, CA 92591 ("Vendor").

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

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

Contract

1. Term of Contract

1.1 Effective date: January 23, 2014, or the date the MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date: December 31, 2015, with the option to extend for three additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 22.

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

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

2.1 Products. Vaccines in Table 1 are split virion preparations as formulated by the United States Food and Drug Administration, Vaccines and Related Biological Product Advisory Committee for the influenza season. Vendor will supply products at the prices listed in Table 1 (Products), to MMCAP Participating Facilities. The products will not be adulterated or misbranded within the meaning of the United States Food, Drug, and Cosmetic Act or any regulation of the United States Food and Drug Administration.

Table 1

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)***	FL, CA, OK, SC Cost (Prices do not include FET)***	Georgia Cost (Prices do not include FET)***	Max. Quantity to MMCAP
GSK*†	Fluarix TIV	0.5ml prefilled syringes	Pack of 10	95.50	96.21	96.46	97.41	500,000 doses

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)***	FL, CA, OK, SC Cost (Prices do not include FET)***	Georgia Cost (Prices do not include FET)***	Max. Quantity to MMCAP
GSK*	Fluarix Quadrivalent	0.5ml prefilled syringes	Pack of 10	147.00	148.09	148.47	149.94	500,000 doses
GSK*	FluLaval TIV	5 ml MD vial	10 dose	66.90	67.40	67.57	68.24	1 million doses
GSK*	FluLaval Quadrivalent	5 ml MD vial	10 dose	137.30	138.32	138.67	140.05	1 million doses
GSK*	FluLaval Quadrivalent	0.5ml prefilled syringes	Pack of 10	147.00	148.09	148.47	149.94	1 million doses
bioCSL	Afluria TIV	0.5ml prefilled syringes	Pack of 10	90.00	90.67	90.90	91.80	1 million doses
bioCSL	Afluria TIV	5 ml MD vial	10 dose	80.00	80.59	80.80	81.60	1 million doses
MedImmune	Flumist	Nasal sprayer	Pack of 10	173.40	174.68	175.13	176.87	1 million doses
Novartis Vaccines**	Flucelvax	0.5 ml prefilled syringes	Pack of 10	95.21	95.92	96.16	97.11	1 million doses
Novartis Vaccines**	Fluvirin TIV	0.5 ml prefilled syringes	Pack of 10	78.74	79.32	79.53	80.32	2 million doses
Novartis Vaccines**	Fluvirin TIV	5 ml MD vial	10 dose	71.72	72.25	72.44	73.15	2 million doses
Protein Sciences	Flublok	0.5 ml prefilled syringes	Pack of 10	320.00	322.37	323.20	326.40	100,000 doses
Sanofi Pasteur	Fluzone TIV	5ml MD vial; 6 mnths of age and older	10 dose	83.16	83.78	83.99	84.82	1 million doses

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)***	FL, CA, OK, SC Cost (Prices do not include FET)***	Georgia Cost (Prices do not include FET)***	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 mnths of age and older	10 dose	142.83	143.89	144.26	145.69	TBD
Sanofi Pasteur	Fluzone TIV No Preservative	0.5ml prefilled syringe; 36 months of age and older;	Pack of 10	93.95	94.65	94.89	95.83	1 million doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older;	Pack of 10	149.79	150.90	151.29	152.79	1 million doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older;	Pack of 10	157.31	158.47	158.88	160.46	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	187.21	188.60	189.08	190.95	400,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	274.63	276.66	277.38	280.12	500,000 doses
Sanofi Pasteur	Fluzone Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	138.60	139.63	139.99	141.37	1 million doses

Table 1 definitions

*Vendor will match contract award price of manufacturer (GSK) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Vendor cannot adhere to additional discounts offered by the manufacturer.

†Choosing an alternative is highly recommended. Manufacturer (GSK) cannot guarantee fulfilling product orders for TIV Fluairix PFS for the 2014-2015 season.

**Vendor will match contract award of manufacturer (Novartis) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive.

***Reference 2.11 State Specific Requirements

Newly FDA approved influenza vaccine products may be added to this Contract via mutual agreement of the parties and an amendment.

2.1.1 Contract Year

Products and pricing listed in Table 1 are for Contract year one; otherwise defined as the 2014-2015 influenza season. Products in Table 1 will remain fixed for Contract year one. Price reductions may be submitted to MMCAP (mmcap.contracts@state.mn.us) at any time. Products and pricing for Contract year two is defined as the 2015-2016 influenza season, will be managed by amendment to this Contract.

2.1.2 Substitutions

Vendor must not substitute any Product contained in the contract without prior written consent of the MMCAP Office.

2.2 Pre-booking. MMCAP Participating Facilities may order influenza vaccine via the following three methods:

- through the <http://www.MyFluVaccine.com> website (no deposit required), and/or
- through FFF's Customer Care Team at 1-800-843-7477 and/or
- fax at 800-418-4333 using the MMCAP order form provided by the Vendor. Exhibit 1 attached.

Vendor will begin accepting orders immediately upon execution of this Contract.

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

Vendor will notify MMCAP and the MMCAP Participating Facility immediately of any credit holds placed on pre-booking orders.

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

2.3 Delivery. MMCAP Participating Facilities will receive a guaranteed delivery date and order confirmation at the time of order placement. All influenza vaccine will be shipped to MMCAP Facilities in a specially designed and validated refrigerated container and will be shipped at no charge, either overnight or second day delivery. In the event of a shortage or delay in production, or allocation situation, MMCAP facilities will be given highest priority. Shipment of orders to MMCAP Participating Facilities will be distributed concurrent with all other orders Vendor has to satisfy and will not be shipped later than retail, hospital, or other group purchasing organization's influenza vaccine shipments.

2.3.1 Packing and Shipment.

- A. All vaccine will be packed in suitable containers for protection in shipment and storage, and in accordance with applicable manufacturer specifications. Each container of a multiple container shipment must be identified to: show the number of the container and the total number of containers in the shipment; and the number of the container in which the packing slip has been enclosed.
- B. All shipments by the Vendor must include packing slip identifying: the MMCAP Participating Facilities Vendor account number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required.
- C. Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by the MMCAP Office.
- D. Shipping containers must have appropriate identification of storage requirements on the outside of the container (e.g. refrigerate upon arrival).
- E. All shipments must be delivered FOB Destination.

2.3.2 Invoicing. Vendor agrees that MMCAP Participating Facilities will be invoiced at the MMCAP Contract price for MMCAP Contract products throughout the term of this Agreement. Invoices are subject to 60 day Net Pay. Vendor will submit an invoice with each order. Invoices must be only for the amount of product delivered. At a minimum, the Vendor's invoice will contain the following fields:

- Facility Name
- Vendor-assigned account number for the MMCAP Participating Facility
- Invoice number
- MMCAP Participating Facility's purchase order number
- Invoice date
- 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

2.3.2.1 MMCAP Contract pricing will not be made available to non-MMCAP entities.

2.3.2.2 Payment Terms. Invoices will be eligible for an additional discount of 0.25% will apply to each invoice fully paid no later than 20 days, Net 60 days.

2.4 Guaranteed Delivery Dates. MMCAP Participating Facility will select their product delivery dates from a calendar at the time of order placement; with shipments beginning as soon as possible but no later than mid-August and continuing through October.

2.4.1 Vendor will adhere to MMCAP Participating Facilities requested dates for delivery. In addition Vendor will have the following manufacturers' products delivered by the following dates:

- GSK = September 30
- Novartis = September 30
- Protein Sciences = October 10
- bioCSL = September 30
- Sanofi Pasteur = September 30
- Medimmune = September 30

2.5 First DataBank, Inc. All contracted Products must be included in the database of First DataBank, Inc., unless such designation is expressly waived by an MMCAP Authorized Representative.

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

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

2.6.2 Purchase Orders and Payment

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

2.6.2.2 Payment of Purchase Orders. Each MMCAP Participating Facility will be responsible for payment of goods and services provided by Vendor within 60 days. An additional discount of 0.25% will apply to each invoice fully paid no later than 20 days, Net 60 days. The MMCAP Office will have no liability for an unpaid invoice of any MMCAP Participating Facility. Vendor agrees to invoice the MMCAP Participating Facility for all Products shipped. Vendor will accept Electronic Funds Transfer (EFT) for payment. At time of new account set up, the MMCAP Participating Facility may initiate this process with its bank. Vendor will not accept state purchasing credit cards as a method of payment.

MMCAP Participating Facilities have all warranties, rights, remedies, and benefits under this Contract.

2.6.2.3 Verification of Authorized Purchasers. Vendor must verify that it provides goods and services under this Contract only to MMCAP Participating Facilities.

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

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

- (i) The MMCAP Participating Facility fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- (ii) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Participating Facility is prohibited from paying for such goods from the planned funding source; or
- (iii) Vendor commits any material breach of this Contract or a Purchase Order.
- (iv) Upon receipt of written notice of termination, Vendor shall stop performance under the Purchase Order as directed by the MMCAP Participating Facility.
- (v) Termination of a Purchase Order does not extinguish or prejudice the MMCAP Participating Facility's right to enforce the Purchase Order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance that has not been cured, including any right of the MMCAP Participating Facility to indemnification by Vendor or enforcement of a warranty. If a Purchase Order is terminated, the MMCAP Participating Facility must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Participating Facility.

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

2.7 Reports.

2.7.1 Prebooking Reports. Vendor must supply MMCAP with automatic monthly updates during prebooking and delivery. This report is expected on the 15th of each month and should be sent via email to mmcap.contracts@state.mn.us. The monthly prebooking reports must include the following data and be sorted by state, city and customer name (in that order):

- Customer Name
- Customer Number
- Order Number
- Bill to Address
- Bill to City
- Bill to State
- NDC
- Product Name
- Pack Size
- Contract Price
- Quantity Ordered (in packs)
- Quantity Shipped

Extended Price (Quantity * Price)
 Ship Date
 Tracking Number

2.7.2 Sales Report. Vendor must submit to MMCAP sales reports to Mn.MMCAP@state.mn.us. Vendor must 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 following for every transaction between the Vendor and the MMCAP Participating Facility:

Required Data Field Full Name
MMCAP-assigned facility ID
MMCAP Facility Name
Vendor Distribution Center Code (May be left blank)
Vendor-assigned Account number for the MMCAP Facility
Invoice Number
Invoice Line Number
Purchase Order Number
Invoice date (mmddccyy)
Buyer name or equivalent of buyer ID for person submitting the invoices
Vendor's (distributor) SKU item number
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.
Label Name
Unit Dose
Pack Size
Unit
Case Size
Dose
Strength
Route
Unit Price (99999.9999)
Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Bill to Address 1
Bill to City
Bill to State (2 alpha postal code)
Bill to Zip (standard 5-4 format, no dash necessary)
Ship to Address 1
Ship to City
Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)

Required Data Field Full Name
Service Fee (9999.9999)
MMCAP Contract Number (MMSxxxxx)
Admin fee (9999.9999)
Credit Indicator (C for credit)
MMCAP Assigned Wholesaler Code
Manufacture Name (MFG Name)
Class of Trade (May be left blank)
340B Purchase (1=True, 0=False)

Monthly Usage Report - Fixed Length Fields

Required Data Field Full Name	Field Name	Data Type	Format (note decimals are to be included)	Size	Nulls	Begin Column	End Column
MMCAP-assigned facility ID	MMCAP_Id	Alpha Numeric		7	1	1	7
MMCAP Facility Name	MMCAP_Name	Alpha Numeric		30	1	8	37
Vendor Distribution Center Code (May be left blank)	DistributionCenter	Alpha Numeric		3	1	38	40
Vendor-assigned Account number for the MMCAP Facility	VendAccountNo	Alpha Numeric		10	1	41	50
Invoice Number	InvoiceNumber	Alpha Numeric		15	1	51	65
Invoice Line Number	InvoiceLineNo	Alpha Numeric		4	1	66	69
Purchase Order Number	poNumber	Alpha Numeric		15	1	70	84
Invoice date (mmddccyy)	InvoiceDate	numeric	mmddccyy	8	1	85	92
Buyer name or equivalent of buyer ID for person submitting the invoices	BuyerName	Alpha Numeric		20	1	93	112
Vendor's (distributor) SKU Item number	SKU	Alpha Numeric		13	1	113	125
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.	NDC	Alpha Numeric	999999999	11	1	126	136
Label Name	LabelName	Alpha Numeric		40	1	137	176
Unit Dose	UD	numeric	9	1	1	177	177
Pack Size	Pack_Size	numeric	99999.999	9	1	178	186
Unit	Unit	Alpha Numeric		2	1	187	188
Case Size	Case_Size	numeric	9999	4	1	189	192
Dose	D	Alpha Numeric		10	1	193	202
Strength	STR	Alpha Numeric		10	1	203	212
Route	RT	Alpha Numeric		10	1	213	222
Unit Price (99999.9999)	UnitPrice	numeric	99999.9999	10	1	223	232
Quantity ordered (not Vendor repackage or re-bundled quantity)(999999.9999)	QuantityOrdered	numeric	999999.9999	11	1	233	243
Quantity shipped (not Vendor repackage or re-bundled quantity) (999999.9999)	QuantityShipped	numeric	999999.9999	11	1	244	254
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)	ExtendedPrice	numeric	99999999.999	13	1	255	267
Type of transaction (MMCAP contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract	StleType	Alpha Numeric		1	1	268	268
Bill to Address 1	billtoaddress1	Alpha Numeric		30	1	269	298
Bill to City	billtocty	Alpha Numeric		20	1	299	318
Bill to State (2 alpha postal code)	billtostate	Alpha Numeric		2	1	319	320
Bill to Zip (standard 5-4 format, no dash necessary)	billtozip	Alpha Numeric		9	1	321	329
Ship to Address 1	shiptoaddress1	Alpha Numeric		30	1	330	359
Ship to City	shiptocty	Alpha Numeric		20	1	360	378
Ship to State (2 alpha postal code)	shiptostate	Alpha Numeric		2	1	380	381
Ship to Zip (standard 5-4 format, no dash necessary)	shiptozip	Alpha Numeric		9	1	382	390
Service Fee (9999.9999)	ServiceFee	numeric	9999.9999	9	1	391	399
MMCAP Contract Number (MMSxxxx)	contractnumber	Alpha Numeric		10	1	400	409
Admin fee for not-on-contract items (9999.9999) (May be left blank)	AdminFee	numeric	9999.9999	9	1	410	418
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	419	419
MMCAP Assigned Wholesaler Code				4	0	420	423
Manufacture Name (MFG Name)	MfgName	Alpha Numeric		40	1	424	463
Class of Trade (May be left blank)		Alpha Numeric		4	1	464	467
340B Purchase (1=True, 0=False)		Alpha Numeric		1	1	468	468

2.7.3 Administrative Fee. In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all contract purchases (minus any credits). The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to three percent (3%) of MMCAP Participating Facilities' purchases for all Products except GSK. GSK products will be paid equal to one half percent (0.5%). Payments are due on 15th day of the month following each calendar quarter. (January, February, March is due April 15th, April, May, June, is due July 15th, July, August, September is due October 15th and, October, November, December is due January 15th) If this amount does not cover all purchases, additional payments must be made monthly until all amounts due are fully paid. The check will be remitted to the following address:

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

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

2.8 DEA Number and HIN Numbers. The Vendor may not require that an MMCAP Participating Facility have a DEA number assigned to it in order to be eligible for contract pricing. If an MMCAP Participating Facility does not have a DEA number, MMCAP will have a HIN assigned.

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

2.10 Returned Goods/Credits. MMCAP Participating Facilities may return contracted purchased product to FFF Enterprises, Inc. via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843-7477.

GSK= Up to 30% of doses are eligible for return

Novartis= Up to 30% of doses are eligible for return

Protein Sciences= Up to 30% of doses are eligible for return

bioCSL= Up to 30% of doses are eligible for return

Sanofi Pasteur= Up to 30% of doses are eligible for return

Medimmune= Not eligible for returns but is eligible for replacement program. Product that expires on or before January 31 is eligible for replacement for current season product only. Contact the customer care team for further information.

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

2.10.1 Federal Excise Tax is refundable on all expired or returned vaccine MMCAP Participating Facilities must contact customer service for assistance.

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

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

2.13 Customer Service.

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

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

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

2.13.2 Vendor Customer Service Representatives/Group

Website: www.myfluvaccine.com/ContactUs

Customer Care Team at 1-800-843-7477

Fax at 1-800-418-4333

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

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

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

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

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

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

3. Authorized Representatives. MMCAP's Authorized Representative is the MMCAP Managing Director, Department of Administration, 50 Sherburne Avenue, St. Paul, MN 55155 (MMCAP Manager). The Vendor's Authorized Representative is Luke Noll, Director Corporate Accounts.

4. Assignment, Amendments, Waiver, and Contract Complete

4.1 Assignment. Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this contract without the prior consent of the parties and a fully executed assignment agreement.

4.2 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. As required by State of Minnesota policy, amendments will be drafted by MMCAP.

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

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

5. Liability. The Vendor must indemnify, save, and hold MMCAP, MMCAP Participating Facilities, and the State of Minnesota, its agents, and employees harmless from any claims or causes of action, including attorneys' fees incurred by MMCAP, arising out of the performance of this contract by the Vendor or the Vendor's agents or employees; or injury or death to person(s) or property, alleged to have been caused by

some defect in products under this contract, when the product has been supplied by and dispensed strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this contract.

Pursuant to the Minnesota Constitution Article XI § 1, MMCAP is not permitted to indemnify the Vendor.

6. State Audits. Minnesota Statutes Section 16C.05, subdivision 5, requires that the books, records, documents, and accounting procedures and practices of the vendor relevant to this contract are subject to examination by MMCAP and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

7. Government Data Practices and Intellectual Property

7.1. Government Data Practices. The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MMCAP under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either the Vendor or MMCAP. If the Vendor receives a request to release the data referred to in this clause, the Vendor must immediately notify MMCAP. MMCAP will give the Vendor instructions concerning the release of the data to the requesting party before the data is released.

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

8. Publicity and Endorsement

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

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

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

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

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

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

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

- a) Nonperformance of contractual requirements; or
- b) A material breach of any term or condition of this contract.

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

If the default remains after the opportunity for cure, the nondefaulting party may:

- a) Exercise any remedy provided by law or equity;
- b) Terminate the contract or any portion thereof, including any orders issued against the contract;
- or
- c) Impose liquidated damages, as specified in the solicitation or contract.

14. Certification. Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act.

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

16. Insurance Requirements.

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

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

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

Insurance minimum limits are as follows:

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

The following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
MMCAP named as an Additional Insured

16.3 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 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days' advance written notice to MMCAP;
- 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.

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

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

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

18. Affirmative Action. Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business
The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

18.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules Parts 5000.3400-5000.3600.

A contractor covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

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

18.3 Minnesota Rules 5000.3400-5000.3600.

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

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

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

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

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

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

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

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

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

19. Deleted in its entirety.

20. E-Verify Certification

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

21. Representation and Warranty. Vendor represents and warrants that neither it nor any of its affiliates are excluded from participation in any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs and has not arranged or contracted with any employee, contractor, vendor, distributor, or agent such that it or its affiliates knows or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Vendor represents and warrants that no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending against Vendor or its affiliates or to their knowledge against any employee, contractor, vendor, distributor, or agent engaged to provide items or services under this Contract. If, at any time during the term of this Agreement, Vendor or any employee, contractor, vendor, distributor, or agent is excluded from participation in any federal health care program, Vendor must immediately notify MMCAP of the exclusion, and MMCAP will have the option of immediately terminating this Agreement, in whole or in part as necessary and applicable in the MMCAP's sole discretion.

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

1. FFF ENTERPRISES, INC.

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

By: John A. Hill
Title: Director of Corporate Accounts
Date: 1-24-2014

By: _____
Title: _____
Date: _____

2. STATE OF MINNESOTA FOR MMCAP

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

By: J. VanderPlaat, CPA
Title: SPA-P
Date: 1-24-2014

3. COMMISSIONER OF ADMINISTRATION

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

By: Heather Christ
Date: Jan. 24, 2014

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

2.11.1 STATE OF NEW YORK

The State of New York "piggybacks" off of the MMCAP contract. This means that the State of New York requires a separately negotiated contract for the sale of influenza vaccine in its state. For further information or for a copy of the agreement, contact:

Todd Kayser, Purchasing Officer
New York State Office of General Services
Division of Purchasing
Esp Corning Tower Bldg 38th Floor
Albany, NY 12242
Phone: 518.474.4501
Fax: 518-474-5052
Email: todd.kayser@ogs.state.ny.us

2.11.2 STATE OF FLORIDA

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

1. Vendor Registration

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

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

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

2. Transaction Fee

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

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an

item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

2.11.3 STATE OF CALIFORNIA

The following applies only purchases made by entities designed by the State of California:

1.0 INTRODUCTION

This language is required pursuant to the Agreement of Understanding and Joint Powers Agreement, California Agreement No. 1-08-65-54 between the State of California and MMCAP. This Amendment confirms the mutual understanding of the State of California, Department of General Services (DGS), acting on behalf of the State of California; Vendor and the State of Minnesota, Department of Administration, MMCAP, located at 50 Sherburne Avenue, Room 112, St. Paul, MN 55155.

It is the intent of this language to incorporate the laws and requirements of the State of California into MMCAP Influenza Vaccine Contract.

The terms of this language are established pursuant to the State of California Government Code Sections 14977.1, 14978, and Public Contract Code Section 10298. It is the intent of this Amendment that Purchasers will receive a discount on all purchases of Contractor's Covered Product(s). The DGS procures drugs and administers contracts for entities participating in the Statewide Pharmaceutical Program established by Government Code Sections 14977 through 14982.

2.0 DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

Term	Definition
Calendar Quarters	The quarters to be used for calculating the Calendar Quarters of this Agreement will be those ending on March 31, June 30, September 30, and December 31 of each calendar year during the term of this Amendment.
California Contract Administrator	The California State's authorized contracting official designated to manage this contract or agreement. California's Contract Administrator shall be synonymous with "Buyer."
California DGS Administrative Fee	An amount equal to one percent (0.01) of the sales for the quarterly period assessed on all purchases by California State and Local Governmental Agencies included as an adjustment to Vendor contract pricing and not invoiced or charged separately to the purchasing entity.
Covered Product(s) or Product(s)	The items described in MMCAP Contract section 2.1 "Products and Pricing"

Eligible Entities	California State and Local Governmental Agencies completing the MMCAP California Facility Membership Application and Facility Membership Agreement, Attachment A of the Agreement of Understanding and Joint Powers Agreement, California Agreement No. 1-08-65-54 and approved by the DGS.
California Local Governmental Agency	A California city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds (California Public Contract Code 10298).
Original Contract	MMCAP Influenza Vaccine Contract.
MMCAP Participating Facility	The definition of MMCAP Participating Facility in this Contract, section 2.7 is augmented with the following: Any California State or California Local Governmental Agency which completes the MMCAP California Facility Membership Application, Attachment A to the Agreement of Understanding and Joint Powers Agreement, between the State of California and MMCAP and approved by the DGS and MMCAP.
California State Agency	The California State Departments of Corrections and Rehabilitations (CDCR), Mental Health (DMH), and Developmental Services (DDS) and other State Agencies under the California DGS authority.

3.0 TERMS AND CONDITIONS

3.1 CONTRACT TERMS & CONDITIONS

3.1.1 This Amendment is non-mandatory for California State Agencies and California Local Governmental Agencies.

3.1.2 The California DGS may contract on behalf of California Participating Facilities for Influenza Vaccines available through the Original Agreement.

3.1.3 The California General Provisions section 4.0 of this Amendment shall prevail if there is a conflict between this Amendment and the terms and conditions of the Original Agreement.

3.1.4 The California DGS may terminate this Amendment at any time upon 60 days' prior written notice. Upon termination or other expiration of the Original Agreement, each party will assist the other party in orderly termination of the contract and transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Vendor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

3.2 CONTRACT ADMINISTRATION

Any notice required to be given pursuant to the terms and provision of this Agreement will be in writing and will be sent by certified mail, return receipt requested to:

Vendor
Vendor Contact Name
Title

Address
Phone
E-Mail

State of California
Vimbai Kajese, MPH
Contract Administrator
Department of General Services
707 3rd Street, 2nd Floor, Cube 02-233A
West Sacramento, CA 95605-2811
(916) 375-4926
vimbai.kajese@dgs.ca.gov

State of Minnesota, MMCAP Program
Jennifer VanderPlaats, CPhT
MMCAP Contracting & Business Operations
50 Sherburne Avenue, Suite 112
St. Paul, MN 55155
(651) 201-2414
Jennifer.VanderPlaats@state.mn.us

3.3 PURCHASE DOCUMENTS

This section augments the ordering instructions from the Original Agreement section 2.2 Pre-Booking.

3.3.1 California State Agencies must use the Purchasing Authority Purchase Order (Std. 65). An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number/NDC
- Product Description
- Unit Price
- Extension Price

3.3.2 California Local Governmental Agencies may use their own purchase document. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). The Vendor will not accept purchase documents from local agencies without a State issued billing code.

3.4 PARTICIPATING FACILITIES MEMBERSHIP PROCESS

The California DGS will notify the MMCAP Office of facilities wishing to participate in the Original Agreement by providing them with a DGS executed MMCAP California Facility Membership Application. Upon MMCAP Office approval of these applications, the MMCAP Office will provide a Participating Facility ID Number to the DGS and advise Vendor. The DGS and MMCAP will maintain and reconcile a list of participating facilities. Vendor shall refer any contacts for California facilities not approved by the California DGS to the California Contract Administrator.

3.5 PROBLEM RESOLUTION

California MMCAP Participating Facilities shall inform the California Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

3.6 CALIFORNIA DGS ADMINISTRATIVE FEES AND REPORTS

California DGS Administrative Fees Reporting

In addition to the requirements of the Original Agreement, Vendor shall submit a report to the California Contract Administrator and MMCAP for all purchases by California State and Local Governmental Agencies providing the following information:

- Agency Name
- Purchase Order Number
- Purchase Order Date
- Total Purchase Order Amount
- The DGS Administrative Fee Dollar Amount
- Agency Contact Name
- Agency Address
- Agency Telephone Number
- Total Dollars for the quarter

In addition to the requirements of the Original Agreement, Vendor shall submit a check, in addition to the report, payable to the State of California for the calculated California DGS Administrative Fee for an amount equal to one percent (0.01) of the sales for the quarterly period. The DGS Administrative Fee is not due prior to product actually being invoiced and shipped, but is due at the end of the quarter in which the product has been shipped and invoiced. This California DGS Administrative Fee shall be included as an adjustment to Vendor contract pricing and not invoiced or charged separately to the purchasing entity.

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

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and California DGS Administrative Fee delivery will be in accordance with the following schedule.

Calendar Quarter 1 (JAN 1 to MAR 31) **Due APR 30**
Calendar Quarter 2 (APR 1 to JUN 30) **Due JUL 31**
Calendar Quarter 3 (JUL 1 to SEP 30) **Due OCT 31**
Calendar Quarter 4 (OCT 1 to DEC 31) **Due JAN 31**

Payment of the California DGS Administrative Fee by the Vendor shall be made to the DGS irrespective of payments on orders by each Participating Entity to the Vendor.

The California DGS Administrative Fee check and report shall be submitted to the California Contract Administrator.

CONTRACT USAGE REPORTING

The Vendor shall provide an electronic contract usage report to the State of California DGS Contract Administrator on a weekly basis during pre-booking and delivery of covered products. The State of California DGS Contract Administrator will provide Vendor with a Usage Report Template. The contract usage report shall detail all invoiced purchases against the contract during the specified reporting period and must contain at a minimum, but not limited to, the following data elements:

Pre-Booking Report

1. Reporting Week
2. Ordering Agency Name - This is the State Agency or Local Government Name that best represents the purchasing entity.
3. Agency Billing Code - A five-digit or six-digit code issued by the DGS for billing purposes. The Agency Billing Code will be on the Purchase Order.
4. Purchase Order Number - Identifies the ordering department's unique purchase order number.
5. Purchase Order Date - The date the agency placed the order.
6. Item Description - Informational text about the commodity being purchased. Description should be descriptive enough to show the item is consistent with the specifications (high-level).
7. Unit of Measure - Descriptor of the packaging unit (i.e. each, box, dozen, case, lbs., pallet etc.).
8. Quantity in Unit of Measure - This field will carry the number of base units in the packaging of the products.
9. Order Quantity - The Quantity ordered for each line item for each participating facility (separate orders for a unique line item by an individual Participating Entity should be on separate line items).
10. Contract Unit Price - This is the contractual price for a given line item based on the price that was bid, as relative to the contract unit of measure.
11. Leveraged Procurement Number (Contract Number) - Specific Contract Number with MMCAP or State of California item purchased through.

Delivery Report

1. Reporting Week
2. Ordering Agency Name - This is the California State or Local Governmental Agency name that best represents the purchasing entity.

3. Agency Billing Code - A five-digit or six-digit code issued by the California DGS for billing purposes. The Agency Billing Code will be on the Purchase Order.
4. Purchase Order Number - Identifies the ordering department's unique purchase order number.
5. Purchase Order Date - The date the agency placed the order.
6. Item Description - Informational text about the commodity being purchased. Description should be descriptive enough to show the item is consistent with the specifications (high-level).
7. Unit of Measure - Descriptor of the packaging unit (i.e. each, box, dozen, case, lbs., pallet etc.).
8. Quantity in Unit of Measure - This field will carry the number of base units in the packaging of the products.
9. Order Quantity - The Total Quantity ordered for each line item for each Participating Facility.
10. Contract Unit Price - This is the contractual price for a given line item based on the price that was bid, as relative to the contract unit of measure.
11. Leveraged Procurement Number (Contract Number) - Specific Contract Number with MMCAP or State of California item purchased through.
12. Quantity Delivered - The actual number of units of product delivered
13. Date Delivered- The date product is shipped.
14. Percentage of Order Fulfilled - The percentage of the total order shipped.
15. Quantity on Back Order - The Total Quantity of back order for participating facility.
16. Last Shipment Date - The anticipated date for last shipment of product.

The Contract Usage Report shall be provided to the State Contract Administrator in Excel 3.0 format via email. Reports shall be due weekly during pre-booking and delivery periods with due date negotiated subject to agreement by both parties.

3.8 EFFECTIVE DATES

This language shall be effective upon approval and will continue until the Termination Date of the MMCAP Influenza Vaccine Contract unless terminated early in accordance with the terms and conditions of the Original Agreement or this Amendment. The Vendor may not commence performance until such approval has been obtained.

4.0 STATE OF CALIFORNIA CONTRACT REQUIREMENTS - General Provisions

The following State of California Standard Terms and Conditions (Articles 4-57) are hereby included into the Amendment and are applicable only to products and services provided to the State of California:

1. DEFINITIONS: The following terms for Articles 4-57 of this Amendment shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- b) **"Buyer"** means the State's authorized contracting official.

- c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- d) **"Contractor"** means the Business Entity with whom the State enters into this contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
- e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
- f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

2. CONTRACT FORMATION: General Provision No. 2 is hereby deleted.

3. COMPLETE INTEGRATION: General Provisions No. 3 augments Section 4.4 "Contract Complete," of the MMCAP Agreement. This contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the contract.

4. SEVERABILITY: General Provision No. 4 augments Section 12, "Severability," of MMCAP Agreement. The contractor and the State agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: General provision No. 5 is hereby deleted.

6. APPLICABLE LAW: General provision No. 6 is hereby deleted.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

- a) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of contractor's violation of this provision.
- b) If this contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. CONTRACTOR'S POWER AND AUTHORITY: The contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this contract.

The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate

in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT: General Provision No. 9 is hereby deleted. Refer to Section 4.1, "Assignment," of MMCAP Agreement.

10. WAIVER OF RIGHTS: General Provision No. 10 augments Section 4.3, "Waiver" of MMCAP Agreement. Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) MMCAP Agreement, unless terms of this language are in conflict,
- b) these General Provisions – Non-IT Commodities;
- c) contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
- d) statement of work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the contract by reference.

12. PACKING AND SHIPMENT: General Provision No.12 is hereby deleted. Refer to Section 2.3 "Delivery" of MMCAP Agreement.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: General Provision No. 13 is hereby deleted. Refer to Section 2.2, "Prebooking" of MMCAP Agreement.

14. TIME IS OF THE ESSENCE: Time is of the essence in this contract.

15. DELIVERY: General provision No. 15 is hereby deleted. Refer to Section 2.3, "Delivery" of MMCAP Agreement.

16. SUBSTITUTIONS: Substitution of goods may not be tendered without advance written consent of the buyer. Contractor shall not use any specification in lieu of those contained in the contract without written consent of the buyer.

17. INSPECTION, ACCEPTANCE AND REJECTION:

- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering goods and services under this contract and will tender to the State only those goods that have been inspected and found to conform to this contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during contract performance and for three years after final payment. Contractor shall permit the State to review

procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the contract.

- b) All goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of goods within a reasonable time after receipt of such goods. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. SAMPLES: General Provision No.18 is hereby deleted.

19. WARRANTY: General Provision 19 is hereby deleted. Refer to Sections 5 "Liability" of MMCAP Agreement.

20. SAFETY AND ACCIDENT PREVENTION:

In performing work under this contract on State premises, contractor shall conform to any specific safety requirements contained in the contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this contract in accordance with the default provisions hereof.

21. INSURANCE: General Provision No. 21 is hereby deleted. Refer to Section 16 "Insurance Requirements" of MMCAP Agreement.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- (a) If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, contractor agrees to take back any affected goods furnished under this contract, terminate any services supplied to the State under this contract, and relieve the State of any further obligation therefore.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST

FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT: General Provision 24 augments Section 13 "Default and Remedies" of MMCAP Agreement.

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:
- i) Deliver the goods or to perform the services within the time specified in the contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this contract (but see subparagraph (b), below).
- b) The State's right to terminate this contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the contractor does not cure such failure within the time frame stated in the cure notice issued by the buyer.
- c) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the buyer considers appropriate, goods or services similar to those terminated, and the contractor will be liable to the State for any excess costs for those goods or services. However, the contractor shall continue the work not terminated.
- d) If the contract is terminated for default, the State may require the contractor to transfer title and deliver to the State, as directed by the buyer, any:
- i) Completed goods, and
 - ii) Partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the buyer, the contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay contract price for completed goods delivered and accepted. The contractor and buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree

will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined that the contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

25. FORCE MAJEURE: General Provision No. 25 is hereby deleted, Refer to, Section 11, "Force Majeure" of MMCAP Agreement.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT: General Provision No. 26 is hereby deleted. Refer to Section 13, "Default and Remedies" of MMCAP Agreement.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor.

b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by the contractor during the contract.

28. INDEMNIFICATION: General Provision No. 28 augments by Section 5, "Liability" of MMCAP Agreement.

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by contractor in the performance of this contract.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: General Provision No. 30 augments Section 2.2 "Prebooking" of MMCAP Agreement. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or goods supplied to the State pursuant to this contract.

32. NEWLY MANUFACTURED GOODS: General Provision No. 32 is hereby deleted.

33. CONTRACT MODIFICATION: General Provision No. 33 augments Section 4.2, "Amendments" of MMCAP Agreement. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

The State grants to MMCAP the right to obtain all sales data related to sales of product to MMCAP Participating Facilities within the State.

35. NEWS RELEASES: General Provision No. 35 augments by Section 8.1, "Publicity" of MMCAP Agreement. Unless otherwise exempted, news releases pertaining to this contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY: General Provision No. 36 augments by Section 7.2, "Intellectual Property Indemnification" of MMCAP Agreement.

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the goods or software supplied by the contractor or the operation of such goods pursuant to a current version of contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The

contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:

- i) That the contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
- ii) That the contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the goods or software, or the operation thereof, become, or in the contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the contractor at its option and expense either to procure for the State the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by the State shall be prevented by injunction, the contractor agrees to take back such goods or software and make every reasonable effort to assist the State in procuring substitute goods or software. If, in the sole opinion of the State, the return of such infringing goods or software makes the retention of other goods or software acquired from the contractor under this contract impractical, the State shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The contractor agrees to take back such goods or software and refund any sums the State has paid contractor less any reasonable amount for use or damage.
- e) The contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by the contractor; or,
 - ii) The operation of equipment furnished by the contractor under the control of any operating software other than, or in addition to, the current version of contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: General Provision No. 37 augments Section 6, "State Audits" of MMCAP Agreement. Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this contract.

38. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which contractor believes the State is liable. If the contractor is not satisfied with the decision of the Department Director or designee, the contractor may appeal the decision to the Department of General Services, Deputy Director, and Procurement Division. In the event that this contract is for information technology goods and/or services, the decision may be appealed to an Executive Committee of State and contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this contract, contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of contractor's demand, it shall be deemed a final decision adverse to contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK: General Provision 39 is hereby deleted.

40. PRIORITY HIRING CONSIDERATIONS: If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. COVENANT AGAINST GRATUITIES: The contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the State with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the State shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status,

and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS: In conjunction with the Attorney General of the State of Minnesota, Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) the supplier offers and agrees it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and

- i) the assignee has not been injured thereby, or
- ii) the assignee declines to file a court action for the cause of action.

45. DRUG-FREE WORKPLACE CERTIFICATION: The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
- i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
- i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

46. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. RECYCLING: General Provision No. 48 is hereby deleted.

49. CHILD SUPPORT COMPLIANCE ACT: For any contract in excess of \$100,000, the contractor acknowledges in accordance with PCC Section 7110, that:

- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. ELECTRONIC WASTE RECYCLING ACT OF 2003: General Provision No. 51 is hereby deleted.

52. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to contract with the State.

54. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code section 10295.3.

2.11.4 STATES OF GEORGIA, OKLAHOMA, SOUTH CAROLINA AND WASHINGTON

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

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

State Procurement Fees	
State	Administrative Fee Percentage
Georgia	2%
Oklahoma	1%
South Carolina	1%
Washington	0.74%

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

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

Georgia payments and reports must be sent to:

Department of Administrative Services
Finance & Administration Division
Finance and Administration Division Director
Sloppy Floyd Building
200 Piedmont Avenue, S.E.

Suite 1820, West Tower
Atlanta, Georgia 30334-9010

Oklahoma payments and reports must be sent to:

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

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

South Carolina payments and reports must be sent to:

Materials Management Office
Attn: Contract Admin. Fee
1201 Main Street, Suite 600
Columbia, S.C. 29201.
Payments must be made to the order of the Materials Management Office.

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

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

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

Washington payments and reports must be sent to:

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

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

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

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

2.11.5 ALL OTHER STATES

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

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2014-2015
MMCAP Influenza Vaccine
ORDER FORM (MMS 14003)

Date
GPO Affiliation

Exhibit 1

Telephone	Fax	Purchase Order Number
FFF Account Number	State License Number	
Order Placed By	Email Address	
Customer's Special Instructions		

Ship To	Bill To
Attn:	Attn:

PREFERRED DELIVERY DATE: _____ If your preferred delivery date is not available, an FFF representative will call you to confirm an alternate date.

I accept delivery as availability permits (ANY TIME BEFORE requested delivery date).

I only accept delivery within one (1) week of requested delivery date.

Item No.	Description	Dose	U/M	Price**	Qty. In Boxes or Vials
Novartis					
FLU111710	Fluvirin® Influenza Virus Vaccine 5mL 10-dose vial 4 years of age and older (no latex)	\$7.172**	Vial	\$71.72**	
FLU111702	Fluvirin® Luer Lock Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 4 years of age and older	\$7.874**	Box of 10	\$78.74**	
FLU061301	Flucelvax® Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 18 years of age and older (no preservatives or antibiotics)	\$9.521**	Box of 10	\$95.21**	

**Exclusive of Federal Excise Tax of \$0.75 per dose.

Novartis Returnability
 Up to 30%, per presentation type, of doses are eligible for return.
 Supersedes all previous returnable programs.

Sanofi Pasteur					
FLU139315	Fluzone® Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$8.316**	Vial	\$83.16**	
FLU101450	Fluzone® Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 36 months of age and older (no preservatives or latex)	\$9.395**	Box of 10	\$93.95**	
FLU041415	Fluzone® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older	\$14.283**	Vial	\$142.83**	
FLU051425	Fluzone® Quadrivalent Influenza Virus Vaccine 0.25mL prefilled syringes, needleless, 10 per box 6-35 months of age (no preservatives or latex)	\$18.721**	Box of 10	\$187.21**	
FLU041450	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 36 months of age and older (no preservatives or latex)	\$14.979**	Box of 10	\$149.79**	
FLU041410	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL single-dose vials, 10 per box 36 months of age and older (no preservatives or latex)	\$15.731**	Box of 10	\$157.31**	
FLU139465	Fluzone® High-Dose Influenza Virus Vaccine 0.5mL prefilled syringes, needleless 65 years of age and older (no preservatives or latex)	\$27.463**	Box of 10	\$274.63**	
FLU070855	Fluzone® Intradermal Influenza Virus Vaccine 0.1mL prefilled microinjection system, 10 per box 18 through 64 years of age (no preservatives or latex)	\$13.86**	Box of 10	\$138.60**	

**Exclusive of Federal Excise Tax of \$0.75 per dose.

Sanofi Pasteur Returnability
 Up to 30%, per presentation type, of doses are eligible for return.
 Supersedes all previous returnable programs.

CSL					
FLU200410	Afluria® Influenza Virus Vaccine 5mL 10-dose vial 5 years of age and older (no latex) (ACIP recommends 9 years of age and older)	\$8.00**	Vial	\$80.00**	
FLU200401	Afluria® Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 5 years of age and older (no preservatives or latex) (ACIP recommends 9 years of age and older)	\$9.00**	Box of 10	\$90.00**	

**Exclusive of Federal Excise Tax of \$0.75 per dose.

CSL Returnability
 Up to 30%, per presentation type, of doses are eligible for return.
 Supersedes all previous returnable programs.

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials
GlaxoSmithKline					
FLU090007	FluLaval® Influenza Virus Vaccine 5mL 10-dose vial 3 years of age and older (no latex)	\$6.69**	Vial	\$66.90**	
FLU090511	FluLaval® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 3 years of age and older (no latex)	\$13.73**	Vial	\$137.30**	
FLU090550	FluLaval® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 36 months of age and older (no preservatives or latex)	\$14.70**	Box of 10	\$147.00**	
FLU089052	Fluarix® Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives)	\$9.55**	Box of 10	\$95.50**	Wallisted by GSK†
FLU010052	Fluarix® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives)	\$14.70**	Box of 10	\$147.00**	

**Exclusive of Federal Excise Tax of \$0.75 per dose.

GlaxoSmithKline Returnability

Up to 30%, per presentation type, of doses are eligible for return.

Supersedes all previous returnable programs.

†Choosing an alternative is highly recommended.

GSK cannot guarantee fulfilling orders.

MedImmune

FLU011210	FluMist® Quadrivalent Influenza Vaccine Live, Intranasal 0.2mL prefilled, single-use Intranasal spray 2 years to 49 years of age (no preservatives or latex)	\$17.34**	Box of 10	\$173.40**	
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**Exclusive of Federal Excise Tax of \$0.75 per dose.

Protein Sciences

FLU001410	FluBlok Influenza Vaccine 0.5mL single-dose vials, 10 per box 18 through 49 years of age (no eggs, influenza virus, preservatives, antibiotics or latex)	\$32.00**	Vial	\$320.00**	
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**Exclusive of Federal Excise Tax of \$0.75 per dose.

Returnability - 30% of doses are eligible for return.

Total Order Quantity

Customer represents warrants and agrees that Customer is purchasing products from FFF for its own use and use by its affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that FFF is relying on this representation in making its decision to sell products to Customer.

Note: Several state purchasing agencies require fees added to the contract price -- 1% MyFloridaMarketPlace system transaction fee, 1% California DGS procurement fee (not applicable to sales within the City of Los Angeles), 2% Georgia procurement fee, 1% South Carolina procurement fee, 1% Oklahoma procurement fee and 0.74% for the state of Washington.

FFF will also pass taxes and fees through to customers in states that impose healthcare taxes and fees for sales of pharmaceuticals to customers in their states.

Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

Please complete and fax this form to FFF Enterprises: (800) 418-4333.

If you have questions, call (800) 843-7477 or visit MyFluVaccine.com.

I have ordered the quantities listed above and agree to the terms that apply:

Authorized Signature:

Date:

Thank you for supporting FFF's
Guaranteed Channel Integrity!



MMS14003

Exhibit 1

Rev 01232014

AMENDMENT ONE TO MMCAP CONTRACT NO. MMS14003

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 **FFF Enterprises, Inc.** ("Vendor" or "FFF") 41093 County Center Drive, Temecula, CA 92591.

MMCAP has a contract with the Vendor identified as Contract No.MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Effective February 24, 2014

Table 1 of Article 2.1 *Products of the Original Contract* is amended to remove the following product for the 2014-2015 season.

Table 1

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	WA Cost (Prices do not include FET)***	FL, CA, OK, SC Cost (Prices do not include FET)***	Georgia Cost (Prices do not include FET)***	Max. Quantity to MMCAP
GSK*†	Fluarix TIV	0.5ml prefilled syringes	Pack of 10	95.50	96.21	96.46	97.41	500,000 doses

*Vendor will match contract award price of manufacturer (GSK) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Vendor cannot adhere to additional discounts offered by the manufacturer.

†Choosing an alternative is highly recommended. Manufacturer (GSK) cannot guarantee fulfilling product orders for TIV Fluarix PFS for the 2014-2015 season.

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. FFF Enterprises, Inc.

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

By: Julie B. Hall
 Title: Director of Corporate Accounts
 Date: 2-27-14

2. STATE OF MINNESOTA FOR MMCAP

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

By: Sandra Christensen
 Title: Pharmacy Analyst
 Date: 03-19-14

3. COMMISSIONER OF ADMINISTRATION

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

By: Sanhiong Pham, PharmD, MBA
 Date: March 19, 2014

**FFF Enterprises Inc.
Contract MMS14003**

**Amendments 2 - 5
are not posted for
viewing**

AMENDMENT 6 TO MMCAP CONTRACT NO. MMS14003

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 FFF Enterprises, Inc. ("Vendor" or "FFF") 41093 County Center Drive, Temecula, CA 92591.

MMCAP has a contract with the Vendor identified as Contract No. MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Effective January 12, 2015

Revision 1: Article 1.2 Expiration date: December 31, 2016, with the option to extend for two additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 22.

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

Table 1

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)***	Georgia Cost (Prices do not include FET)***	Max. Quantity to MMCAP
GSK*	Fluarix Quadrivalent	0.5ml prefilled syringes	Pack of 10	148.40	149.88	151.37	500,000 doses
GSK*	FluLaval Quadrivalent	5 ml MD vial	10 dose	138.70	140.09	141.47	1 million doses
bioCSL	Afluria TIV	0.5ml prefilled syringes	Pack of 10	100.00	101.00	102.00	1 million doses
bioCSL	Afluria TIV	5 ml MD vial	10 dose	85.00	85.85	86.70	1 million doses
MedImmune	Flumist	Nasal sprayer	Pack of 10	181.30	183.11	184.93	1 million doses
Novartis Vaccines**	Flucelvax	0.5ml prefilled syringes	Pack of 10	79.98	80.78	81.58	1 million doses
Novartis Vaccines**	Fluvirin TIV	0.5ml prefilled syringes	Pack of 10	79.98	80.78	81.58	2 million doses
Novartis Vaccines**	Fluvirin TIV	5 ml MD vial	10 dose	71.44	72.15	72.87	2 million doses
Protein Sciences	Flublok	0.5ml prefilled syringes	Pack of 10	320.00	323.20	326.40	100,000 doses

Mfr. Name	Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)***	Georgia Cost (Prices do not include FET)***	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone TIV	5ml MD vial; 6 mnths of age and older	10 dose	83.97	84.81	85.65	1 million doses
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 mnths of age and older	10 dose	142.83	144.26	145.69	1 million doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age and older;	Pack of 10	151.31	152.82	154.34	1 million doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age and older;	Pack of 10	158.87	160.46	162.05	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	194.77	196.72	198.67	400,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years and older	Pack of 10	302.32	305.34	308.37	500,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	174.92	176.67	178.42	1 million doses

*Vendor will match contract award price of manufacturer (GSK) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Vendor cannot adhere to additional discounts offered by the manufacturer.

**Vendor will match contract award of manufacturer (Novartis) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Pre-book orders must be placed by June 1 to achieve this pricing.

***Reference 2.11 State Specific Requirements

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. FFF Enterprises, Inc.

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

By: Paul R. Hill
 Title: Director Vaccine Sales
 Date: 1-23-15

2. STATE OF MINNESOTA FOR MMCAP

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

By: Samaha Christensen
 Title: Pharmacy Analyst
 Date: 1-26-2015

3. COMMISSIONER OF ADMINISTRATION

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

By: Keith Christoff
 Date: Jan. 26, 2015

**FFF Enterprises
Contract MMS14003**

**Amendment 7
is not posted for viewing**

AMENDMENT NO. 8 TO MMCAP CONTRACT NO. MMS14003

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 FFF Enterprises, 41093 County Center Drive, Temecula, CA 92591 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment (JV)

Effective when signed Section 6 of Original Contract is deleted and replaced with the following:

6. State Audits. Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, MMCAP, and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years for the end of this Contract. This clause extends to MMCAP Member Facilities as it relates to business conducted with and sales to that Member Facility.

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. FFF ENTERPRISES

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: C.O.O.
Date: 10/29/15

2. STATE OF MINNESOTA FOR MMCAP

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

By: [Signature]
Title: SPA P
Date: 11/2/2015

3. COMMISSIONER OF ADMINISTRATION

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

By:
Title:
Date:

By: [Signature]
Title:
Date: Nov. 2, 2015

AMENDMENT NINE TO MMCAP CONTRACT NO. MMS14003

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 **FFF Enterprises, Inc.**("Vendor" or "FFF") 41093 County Center Drive, Temecula, CA 92591.

MMCAP has a contract with the Vendor identified as Contract No.MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

(IV)

Effective January 8, 2016

Revision 1: Article 1.2 Expiration date: December 31, 2017, with the option to extend for one additional one-year term as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 22.

Revision 2: Table 1 of Article 2.1 of the Original Contract is amended to add the following products for the 2016-2017 season.

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)***	Georgia Cost (Prices do not include FET)***	Max. Quantity to MMCAP
GSK*	Fluarix Quadrivalent	0.5ml prefilled syringes, 3 years & older	Pack of 10	155.88	157.44	159.00	500,000 doses
GSK*	FluLaval Quadrivalent	5 ml MD vial, 3 years & older	10 dose	145.69	147.15	148.60	1 million doses
Seqirus	Afluria TIV	0.5ml prefilled syringes, 5 years & older	Pack of 10	100.97	101.98	102.99	1 million doses
Seqirus	Afluria TIV	5 ml MD vial, 5 years & older	10 dose	86.13	86.99	87.85	1 million doses
MedImmune	Flumist	Nasal sprayer, 2-49 years	Pack of 10	181.30	183.11	184.93	1 million doses
Seqirus	Fluad	0.5ml prefilled syringes, 65 years & older	Pack of 10	288.25	291.13	294.02	500,000 doses
Seqirus	Flucelvax Quadrivalent**	0.5ml prefilled syringes 18 years & older	Pack of 10	141.72	143.14	144.55	1 million doses
Seqirus	Fluvirin TIV	0.5ml prefilled syringes	Pack of 10	100.97	101.98	102.99	2 million doses
Seqirus	Fluvirin TIV	5 ml MD vial	10 dose	86.13	86.99	87.85	2 million doses
Protein Sciences	Flublok	0.5ml prefilled syringes	Pack of 10	350.00	353.50	357.00	100,000 doses

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)***	Georgia Cost (Prices do not include FET)***	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 mnths of age & older	10 dose	147.17	148.64	150.11	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 36 months of age & older;	Pack of 10	158.83	160.42	162.01	400,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 36 months of age & older;	Pack of 10	163.60	165.24	166.87	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 months to 35 months of age	Pack of 10	208.40	210.48	212.57	200,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years & older	Pack of 10	356.74	360.31	363.87	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	158.83	160.42	162.01	400,000 doses

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

- *Vendor will match contract award price of manufacturer (GSK) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Vendor cannot adhere to additional discounts offered by the manufacturer.
- **Flucelvax Quadrivalent 0.5ml PFS is pending FDA approval, expected approximately February 2016. Inquire with Vendor customer service when placing orders.
- ***Reference 2.11 State Specific Requirements

Revision 3: Article 2.10 Return Goods/Credits: Is amended to add Seqirus= Up to 30% of doses are eligible for return.

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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. FFF Enterprises, Inc.

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

By: *Sub A Hill*
Title: Director of Vaccine Sales
Date: 1-12-16

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 7

By: *Sup Vand Heats, PhD*
Title: SPA P
Date: 1/13/2016

3. COMMISSIONER OF ADMINISTRATION

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

By: *Sara Turbow, PharmD, BCPS*
Date: 1-13-16

**FFF Enterprises
Contract MMS14003**

**Amendments 10 - 12
are not posted for
viewing**

AMENDMENT THIRTEEN TO MMCAP CONTRACT NO. MMS14003

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 **FFF Enterprises, Inc.** ("Vendor" or "FFF") 41093 County Center Drive, Temecula, CA 92591.

MMCAP has a contract with the Vendor identified as Contract No.MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Effective: January 18, 2017

Revision 1: Table 1 of Article 2.1 of the Original Contract is amended to add the following products for the 2017-2018 season.

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)**	Alaska Cost (Prices do not include FET)**	Georgia Cost (Prices do not include FET)**	Max. Quantity to MMCAP
GSK*	Fluarix Quadrivalent	0.5ml prefilled syringes, 3 years & older	Pack of 10	155.88	157.44	158.22	159.00	500,000 doses
GSK*	FluLaval Quadrivalent	5 ml MD vial; 6 mo. & older	10 dose	145.69	147.15	147.88	148.60	1 million doses
Seqirus	Afluria TIV	0.5ml prefilled syringes; 5 years & older	Pack of 10	108.18	109.26	109.80	110.34	50,000 doses
Seqirus	Afluria TIV	5 ml MD vial; 5 years & older	10 dose	99.07	100.06	100.56	101.05	7,000 doses
Seqirus	Afluria Quadrivalent	0.5ml prefilled syringes; 18 years & older	Pack of 10	136.23	137.59	138.27	138.95	1 million doses
Seqirus	Afluria Quadrivalent	5 ml MD vial; 18 years & older	10 dose	126.92	128.19	128.82	129.46	1 million doses
MedImmune	Flumist	Nasal sprayer; 2-49 years	Pack of 10	190.49	192.40	193.35	194.30	1 million doses
Seqirus	Fluad	0.5ml prefilled syringes; 65 years & older	Pack of 10	390.09	393.99	395.94	397.89	500,000 doses
Seqirus	Flucelvax Quadrivalent	0.5ml prefilled syringes; 4 years & older	Pack of 10	156.64	158.21	158.99	159.77	1 million doses
Seqirus	Flucelvax Quadrivalent	5 ml MD vial; 4 years & older	10 dose	143.61	145.05	145.76	146.48	500,000 doses

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)**	Alaska Cost(Prices do not include FET)**	Georgia Cost (Prices do not include FET)**	Max. Quantity to MMCAP
Seqirus	Fluvirin TIV	0.5ml prefilled syringes; 4 years & older	Pack of 10	108.18	109.26	109.80	110.34	17,000 doses
Seqirus	Fluvirin TIV	5 ml MD vial; 4 years & older	10 dose	99.07	100.06	100.56	101.05	50,000 doses
Protein Sciences	Flublok Quadrivalent	0.5ml prefilled syringes; 18 years & older	Pack of 10	400.00	404.00	406.00	408.00	100,000 doses
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 mo. of age & older	10 dose	147.21	148.68	149.42	150.15	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 3 yrs & older;	Pack of 10	158.87	160.46	161.25	162.05	400,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 3 yrs & older;	Pack of 10	158.87	160.46	161.25	162.05	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 mo. to 35 months of age	Pack of 10	158.87	160.46	161.25	162.05	200,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years & older	Pack of 10	402.85	406.88	408.89	410.97	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent Intradermal, No Preservative	Prefilled microinject; 18 years thru 64 years	Pack of 10	158.87	160.46	161.25	162.05	400,000 doses

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

*Vendor will match contract award price of manufacturer (GSK) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Vendor cannot adhere to additional discounts offered by the manufacturer. GSK contract prices above require all customers to have a signed DEC form in the GSK system to receive MMCAP contract pricing. Contact MMCAP to obtain a GSK DEC form if one is not already been completed.

****Reference 2.11 State Specific Requirements**

Revision 2: Article 2.10 Return Goods/Credits: Is amended to include the following for the 2017-2018 season.

2.10 Returned Goods/Credits. MMCAP Participating Facilities may return contracted purchased product to FFF Enterprises, Inc. via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843-7477.

GSK= Up to 30% of doses are eligible for return

Novartis= Up to 30% of doses are eligible for return

Protein Sciences= Up to 30% of doses are eligible for return

Seqirus= Up to 30% of doses are eligible for return

Sanofi Pasteur= Up to 30% of doses are eligible for return

Medimmune= Up to 100% of doses are eligible for return for orders placed by June 30, 2017. Up to 50% of doses are eligible for return for orders placed after June 30, 2017.

Contact the customer care team for further information. Vendor will supply a copy of its returned goods/credit policy to MMCAP Participation Facilities upon request.

Revision 3: Effective when signed, **Article 2.7.3 Administrative Fee**, of the Original Contract, is amended to change the administrative fee remittance address to:

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

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

1. FFF ENTERPRISES, INC.

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

By: [Signature]
Title: Director Vaccine Sales
Date: 1-20-2017

2. STATE OF MINNESOTA FOR MMCAP

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

By: [Signature]
Title: Contract Analyst
Date: 1-23-17

3. COMMISSIONER OF ADMINISTRATION

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

By: [Signature]
Date: 1/23/2017

AMENDMENT FOURTEEN TO MMCAP CONTRACT NO. MMS14003

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 **FFF Enterprises, Inc.** ("Vendor" or "FFF") 41093 County Center Drive, Temecula, CA 92591.

MMCAP has a contract with the Vendor identified as Contract No.MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Effective: March 30, 2017 or when fully executed whichever is later.

Revision 1: Article 1.2 Expiration date: December 31, 2018, or as cancelled pursuant to clause 22.

Revision 2: Table 1 of Article 2.1 of the Original Contract is amended to add the following product for the 2017-2018 season on an allocated basis, contact Vendor for availability.

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)**	Alaska Cost(Prices do not include FET)**	Georgia Cost (Prices do not include FET)**	Max. Quantity to MMCAP
GSK*	FluLaval Quadrivalent	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	\$155.88	\$157.44	\$158.22	\$159.00	Available upon approved allocation only.

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

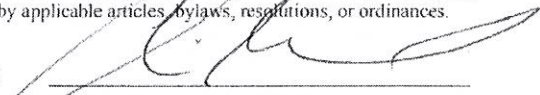
*Vendor will match contract award price of manufacturer (GSK) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Vendor cannot adhere to additional discounts offered by the manufacturer. GSK contract prices above require all customers to have a signed DEC form in the GSK system to receive MMCAP contract pricing. Contact MMCAP to obtain a GSK DEC form if one is not already been completed.

**Reference 2.11 State Specific Requirements

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. FFF Enterprises, Inc.

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

By: 
 Title: Chief Operating Officer
 Date: March 31, 2017

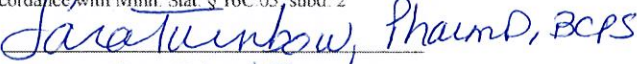
2. STATE OF MINNESOTA FOR MMCAP

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

By: 
 Title: _____
 Date: March 31, 2017

3. COMMISSIONER OF ADMINISTRATION

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

By: 
 Date: 3-31-17

AMENDMENT NO. 15 TO MMCAP CONTRACT NO. MMS14003

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 FFF Enterprises, Inc., 44000 Winchester Road, Temecula, CA 92590 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

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

Contract Amendment
(MJ)

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

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

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

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

1. FFF ENTERPRISES, INC.

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

By: *Sal N Hill*

Title: Director Vaccine Product Sales & Corporate Accounts

Date: December 8, 2017

2. STATE OF MINNESOTA FOR MMCAP

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

By: *Lisa Vande Aardt*

Title: *SPA-C*

Date: *12/11/2017*

3. COMMISSIONER OF ADMINISTRATION

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

By: *Sara Turbow, PharmD, BCPS*

Title: *Pharmacist Sr.*

Date: *12-11-17*

By: _____

Title: _____

Date: _____

AMENDMENT SIXTEEN TO MMCAP CONTRACT NO. MMS14003

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 FFF Enterprises, Inc. ("Vendor" or "FFF") 41093 County Center Drive, Temecula, CA 92591.

MMCAP has a contract with the Vendor identified as Contract No. MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Effective: January 16, 2018 or when all signatures are obtained.

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

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)**	Alaska Cost (Prices do not include FET)**	Georgia Cost (Prices do not include FET)**	Max. Quantity to MMCAP
GSK*	Fluarix Quadrivalent	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	155.88	157.44	158.22	159.00	500,000 doses
GSK*	FluLaval Quadrivalent	5 ml MD vial; 6 mo. & older	10 dose	145.69	147.15	147.88	148.60	1 million doses
GSK*	FluLaval Quadrivalent	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	155.88	157.44	158.22	159.00	500,000 doses
Seqirus	Afluria Quadrivalent	0.5ml prefilled syringes; 5 years & older	Pack of 10	145.28	146.73	147.46	148.19	1 million doses
Seqirus	Afluria Quadrivalent	5 ml MD vial; 5 years & older	10 dose	135.33	136.68	137.36	138.04	1 million doses
Seqirus	Fluad	0.5ml prefilled syringes; 65 years & older	Pack of 10	411.75	415.87	417.93	419.99	500,000 doses
Seqirus	Flucelvax Quadrivalent	0.5ml prefilled syringes; 4 years & older	Pack of 10	145.28	146.73	147.46	148.19	1 million doses
Seqirus	Flucelvax Quadrivalent	5 ml MD vial; 4 years & older	10 dose	135.33	136.68	137.36	138.04	500,000 doses
Sanofi Pasteur	Flublok Quadrivalent	0.5ml prefilled syringes; 18 years & older	Pack of 10	448.04	452.52	454.76	457.00	100,000 doses

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)**	Alaska Cost (Prices do not include FET)**	Georgia Cost (Prices do not include FET)**	Max. Quantity to MMCAP
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 mo. of age & older	10 dose	147.20	148.67	149.41	150.14	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 3 yrs & older;	Pack of 10	158.90	160.49	161.28	162.08	400,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 3 yrs & older;	Pack of 10	158.90	160.49	161.28	162.08	200,000 doses
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 mo. to 35 months of age	Pack of 10	158.90	160.49	161.28	162.08	200,000 doses
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years & older	Pack of 10	448.04	452.52	454.76	457.00	200,000 doses

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

*Vendor will match contract award price of manufacturer (GSK) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Vendor cannot adhere to additional discounts offered by the manufacturer. GSK contract prices above require all customers to have a signed DEC form in the GSK system to receive MMCAP contract pricing. Contact MMCAP to obtain a GSK DEC form if one is not already been completed, see Exhibit B.

****Reference 2.11 State Specific Requirements**

Revision 2: Article 2.10 Return Goods/Credits: Is amended to include the following for the 2018-2019 season.
2.10 Returned Goods/Credits. MMCAP Participating Facilities may return contracted purchased product to FFF Enterprises, Inc. via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843-7477.
 GSK= Up to 30% of doses are eligible for return
 Seqirus= Up to 30% of doses are eligible for return
 Sanofi Pasteur= Up to 30% of doses are eligible for return

Contact the customer care team for further information. Vendor will supply a copy of its returned goods/credit policy to MMCAP Participation Facilities upon request.

Terms continue on next page.

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

Revision 4: GSK DEC FORM. All MMCAP members prebooking GSK products must have a GSK DEC form on file. Fill out the DEC form and send it to the GSK email/fax listed on the form.

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. FFF Enterprises, Inc.

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

By: S. L. N. Hill
Title: Director Vaccine Sales + Corp Accounts
Date: 1-19-2018

2. STATE OF MINNESOTA FOR MMCAP

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

By: L. J. Vandervoort
Title: SPA-C
Date: 1/19/2018

3. COMMISSIONER OF ADMINISTRATION

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

By: Sara Turnbull, PharmD, BCPS
Date: 1-19-18



Exhibit A

2018-2019
MMCAP Influenza Vaccine
ORDER FORM (MMS 14003)

Date
Contract Affiliation

Telephone	Fax	Purchase Order Number
FFF Account Number		State License Number
Order Placed By		Email Address
Customer's Special Instructions		

Ship To	Bill To
Attn:	Attn:

PREFERRED DELIVERY DATE: _____
 The Preferred Delivery Date you've entered above for your order may arrive on or before this date. If there are any extreme delays to your order, you will receive a communication or an FFF representative will call you to confirm an alternate date.

Loyalty Program
 Select Loyalty Program to enroll for this inclusive opportunity, and receive priority access on flu vaccines for the 2019-2020 season when you book your flu vaccine orders for the 2018-2019 season.

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials	Loyalty* Program
Seqirus						
Trivalent						
FLU001803	Fluad™ Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$41.175**	Box of 10	\$411.75**		<input type="checkbox"/>
Quadrivalent						
FLU241810	Afluria® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 5 years of age and older (no latex)	\$13.533**	Vial	\$135.33**		<input type="checkbox"/>
FLU031801	Afluria® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 5 years of age and older (no preservatives or latex)	\$14.528**	Box of 10	\$145.28**		<input type="checkbox"/>
FLU141810	Flucelvax® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 4 years of age and older (no antibiotics or latex)	\$13.533**	Vial	\$135.33**		<input type="checkbox"/>
FLU031803	Flucelvax® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 4 years of age and older (no preservatives, antibiotics or latex)	\$14.528**	Box of 10	\$145.28**		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose
Seqirus Returnability
 Up to 30%, per presentation type, of doses are eligible for return. Returns must be full, unopened boxes of 10, or vials only. No partials accepted.
Supersedes all previous returnable programs.

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials	Loyalty* Program
Sanofi Pasteur						
FLU062915	Fluzone® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$14.72**	Vial	\$147.20**		<input type="checkbox"/>
FLU051825	Fluzone® Quadrivalent Influenza Virus Vaccine 0.25mL prefilled syringes, needleless, 10 per box 6-35 months of age (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU041850	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU041810	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL single-dose vials, 10 per box 3 years of age and older (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU040365	Fluzone® High-Dose Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$44.804**	Box of 10	\$448.04**		<input type="checkbox"/>
FLU071810	Flublok® Quadrivalent Influenza Vaccine 0.5mL prefilled syringes, 10 per box 18 years and older (no eggs, influenza virus, preservatives, antibiotics or latex)	\$44.804**	Box of 10	\$448.04**		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose
Sanofi Pasteur Returnability
 Up to 30%, per presentation type, of doses are eligible for return. Returns must be full, unopened boxes of 10, or vials only. No partials accepted.
Supersedes all previous returnable programs.

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials	Loyalty* Program
GlaxoSmithKline						
FLU090011	FluLaval® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$14.569**§	Vial	\$145.69**§		<input type="checkbox"/>
FLU090952	FluLaval® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no latex)	\$15.588** §	Box of 10	\$155.88** §		<input type="checkbox"/>
FLU089852	Fluarix® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	\$15.588** §	Box of 10	\$155.88** §		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose

§ GSK contract pricing requires all MMCAP members to be decked in the GSK system to qualify for the MMCAP contract prices, as listed.

GlaxoSmithKline Returnability

Up to 30%, per presentation type, of doses are eligible for return.

Supersedes all previous returnable programs.

MedImmune

FLU030510	FluMist® Quadrivalent Influenza Vaccine Live, Intranasal* 0.2mL prefilled, single-use Intranasal spray 2 years to 49 years of age (no preservatives or latex) *See ACIP Recommendations http://www.fffenterprises.com/assets/downloads/FluMist-Quadrivalent-Communication-071616.pdf	TBD**	Box of 10	TBD**		<input type="checkbox"/>
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**Exclusive of Federal Excise Tax of \$0.75 per dose

MedImmune Returnability

Eligibility for return for orders is TBD.

Total Order Quantity

Customer represents warrants and agrees that Customer is purchasing products from FFF for its own use and use by its affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that FFF is relying on this representation in making its decision to sell products to Customer.

Note: Several state purchasing agencies require fees added to the contract price -- 1% MyFloridaMarketPlace system transaction fee, 2% Georgia procurement fee, 1% South Carolina procurement fee, 1% Oklahoma procurement fee and 1.5% Alaska State procurement fee. FFF will also pass taxes and fees through to customers in states that impose healthcare taxes and fees for sales of pharmaceuticals to customers in their states.

Orders can be cancelled or reduced on or before July 1, 2018.

Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

Please complete and fax this form to FFF Enterprises: (800) 418-4333.

If you have questions, call (800) 843-7477 or visit MyFluVaccine.com.

I have ordered the quantities listed above and agree to the terms that apply:

Authorized Signature: _____

Date: _____

Thank you for supporting FFF's
Guaranteed Channel Integrity!





GROUP PURCHASING ORGANIZATION MEMBERSHIP DECLARATION w/ SURVEY

In order to take advantage of prices and/or rebates under a Group Purchasing Organization (GPO) or Alliance with GSK contracts, GSK requires an eligible facility to designate only **ONE** GPO whose contract(s) said facility will access to purchase GSK products. **The GPO designation listed below, if different from current files, will remove facility from their current GPO (or other segment) within 30 days of notification.**

Multiple GPO designations, even for different product groups, will not be honored. Designations may be changed, but will require thirty (30) days advance written notice to GSK. GSK reserves the right to refuse to extend a contract price to a facility that has failed to designate a GPO/Alliance, seeks to purchase under agreements with multiple alliances, or does not meet contract eligibility requirements. Facility will be added to the designated GPO's contract(s) within thirty (30) days, if GSK determines that all contract eligibility requirements are met. (Declaration forms must be submitted for each location. "Blanket" declaration forms are not accepted.)

PLEASE COMPLETE ALL REQUESTED INFORMATION (PLEASE PRINT) INCOMPLETE FORMS WILL NOT BE PROCESSED

FACILITY NAME _____

DEA # (must be current) _____ STATE LICENSE # _____ STATE LICENSE # EXPIRATION DATE _____

FACILITY STATE LICENSE NAME OR AUTHORIZED HCP STATE LICENSE NAME _____

PHYSICAL ADDRESS _____ SUITE # _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX # _____

MUST DESIGNATE SOLE GROUP PURCHASING ORGANIZATION: MMCAP

PRIMARY WHOLESALER (NAME, CITY, STATE) _____

TYPE OF BUSINESS:

- On-site inpatient hospital pharmacy
- On-site outpatient hospital pharmacy
- On-site hospital clinic
- Off-site satellite clinic (affiliated with _____ (Hospital
- State CCS funded health clinic
- Oncology clinic / pharmacy
- Student health center
- Surgery Center
- Nursing Home Provider/Long Term Care
- Home health care/home infusion
- HMO/Managed health care
- Other (please describe: _____)

Is this facility owned, leased, or managed by a hospital or hospital system? YES NO
 If so, name and location of hospital or hospital system _____

Is a pharmacy or physician-dispensing unit physically located within this facility? YES NO

Is this pharmacy or physician dispensing unit a closed-door pharmacy?
 (i.e. only serves patients and employees of the facility?) YES NO

Is this facility for profit? YES NO

CERTIFICATION: By signing below, Facility certifies, under penalty of perjury, that all of the above information is true and correct. Further, Facility certifies and agrees that (1) any GSK product purchased under any agreement shall be for its "Own Use," as defined by the United States Supreme Court in its opinions report at Abbott Laboratories et al. v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976), and Jefferson County Pharmaceutical Association, Inc., v. Abbott Laboratories, et al., 103 S. Ct. 1011 (1983), and (2) GSK may, in its sole discretion, contact Facility's staff, and/or visit Facility's locations to verify that the above information is correct, and Facility agrees to provide such information to GSK as is reasonably necessary for GSK to make such a determination.

Printed Name (Required) Title (Required) Signature (Required) Date (Required)

PLEASE FAX FORM BACK TO MEMBERSHIP SERVICES AT 215-933-3947

AMENDMENT NO. 17 TO MMCAP CONTRACT NO. MMS14003

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 FFF Enterprises, 41093 County Center Drive, Temecula, CA 92591 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment (1939JV)

Effective: February 23, 2018 or when all signatures are obtained.

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

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)**	Alaska Cost (Prices do not include FET)**	Georgia Cost (Prices do not include FET)**
AstraZeneca/ MedImmune	Flumist	Nasal Sprayer; 2 years & older	Pack of 10	\$190.49* through 5/31/2018; after \$194.30	\$192.40* through 5/31/2018; after \$196.40	\$193.35* through 5/31/2018; after \$197.22	\$194.30* through 5/31/2018; after \$198.19

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

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

**Reference 2.11 State Specific Requirements

Revision 2: Article 2.10 Return Goods/Credits: Is amended to include Flumist returns information for the 2018-2019 season. MMCAP Participating Facilities may return contracted purchased product to FFF Enterprises, Inc. via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843-7477. AstraZeneca= Up to 100% of doses are eligible for return for orders placed by May 31, 2018. Up to 50% of doses are eligible for return for orders place after June 1, 2018

Revision 3: 2018-2019 FFF Prebook order form is revised and added as Exhibit A.

AMENDMENT NO. 17 TO MMCAP CONTRACT NO. MMS14003

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. FFF Enterprises, Inc.

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

By: John Hall
Title: Director of Vaccines
Date: 2-23-18

2. STATE OF MINNESOTA FOR MMCAP

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

By: [Signature]
Title: SQA-C
Date: 2/26/2018

3. COMMISSIONER OF ADMINISTRATION

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

By: Sara Tenbow, PharmD, BCPS
Date: 2-26-18

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. FFF ENTERPRISES

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: John Hall
Title: Director of Vaccines
Date: 2-23-18

2. STATE OF MINNESOTA FOR MMCAP

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

By: _____
Title: _____
Date: _____

3. COMMISSIONER OF ADMINISTRATION

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

By: _____
Title: _____
Date: _____

at
2-26-18



**2018-2019
MMCAP Influenza Vaccine
ORDER FORM (MMS 14003)**

Date
Contract Affiliation

Telephone	Fax	Purchase Order Number
FFF Account Number	State License Number	
Order Placed By	Email Address	
Customer's Special Instructions		

Ship To	Bill To
Attn:	Attn:

PREFERRED DELIVERY DATE: _____
 The Preferred Delivery Date you've entered above for your order may arrive on or before this date. If there are any extreme delays to your order, you will receive a communication or an FFF representative will call you to confirm an alternate date.

Loyalty Program
 Select Loyalty Program to enroll for this inclusive opportunity, and receive priority access on flu vaccines for the 2019-2020 season when you book your flu vaccine orders for the 2018-2019 season.

Item No.	Description	Dose	U/M	Price**	Qty. In Boxes or Vials	Loyalty* Program
Seqirus						
Trivalent						
FLU001803	Fluad™ Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$41.175**	Box of 10	\$411.75**		<input type="checkbox"/>
Quadrivalent						
FLU241810	Afluria® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 5 years of age and older (no latex)	\$13.533**	Vial	\$135.33**		<input type="checkbox"/>
FLU031801	Afluria® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 5 years of age and older (no preservatives or latex)	\$14.528**	Box of 10	\$145.28**		<input type="checkbox"/>
FLU141810	Flucelvax® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 4 years of age and older (no antibiotics or latex)	\$13.533**	Vial	\$135.33**		<input type="checkbox"/>
FLU031803	Flucelvax® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 4 years of age and older (no preservatives, antibiotics or latex)	\$14.528**	Box of 10	\$145.28**		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose
Seqirus Returnability
 Up to 30%, per presentation type, of doses are eligible for return. Returns must be full, unopened boxes of 10, or vials only. No partials accepted.
 Supersedes all previous returnable programs.

Sanofi Pasteur						
Trivalent						
FLU040365	Fluzone® High-Dose Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$44.804**	Box of 10	\$448.04**		<input type="checkbox"/>
Quadrivalent						
FLU062915	Fluzone® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$14.72**	Vial	\$147.20**		<input type="checkbox"/>
FLU051825	Fluzone® Quadrivalent Influenza Virus Vaccine 0.25mL prefilled syringes, needleless, 10 per box 6-35 months of age (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU041850	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU041810	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL single-dose vials, 10 per box 3 years of age and older (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU071810	Flublok® Quadrivalent Influenza Vaccine 0.5mL prefilled syringes, 10 per box 18 years and older (no eggs, influenza virus, preservatives, antibiotics or latex)	\$44.804**	Box of 10	\$448.04**		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose
Sanofi Pasteur Returnability
 Up to 30%, per presentation type, of doses are eligible for return.
 Supersedes all previous returnable programs.

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials	Loyalty* Program
GlaxoSmithKline						
FLU090011	FluLaval® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$14.569**§	Vial	\$145.69**§		<input type="checkbox"/>
FLU090952	FluLaval® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no latex)	\$15.588** §	Box of 10	\$155.88** §		<input type="checkbox"/>
FLU089852	Fluarix® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	\$15.588** §	Box of 10	\$155.88** §		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose

§ GSK contract pricing requires all MMCAP members to be decked in the GSK system to qualify for the MMCAP contract prices, as listed.

GlaxoSmithKline Returnability

Up to 30%, per presentation type, of doses are eligible for return.

Supersedes all previous returnable programs.

MedImmune

FLU030510	FluMist® Quadrivalent Influenza Vaccine Live, Intranasal* 0.2mL prefilled, single-use Intranasal spray 2 years to 49 years of age (no preservatives or latex)	\$19.049**	Box of 10	\$190.49**		<input type="checkbox"/>
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**Exclusive of Federal Excise Tax of \$0.75 per dose

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

MedImmune Returnability

Up to 100% of doses are eligible for return for orders placed by May 31, 2018.

Up to 50% of doses are eligible for return for orders placed after June 1, 2018.

Reorders

Discounted pricing reflected above and 100% returnability will also apply to all reorders of product from June 1, 2018 to June 30, 2019.

Total Order Quantity

Customer represents warrants and agrees that Customer is purchasing products from FFF for its own use and use by its affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that FFF is relying on this representation in making its decision to sell products to Customer.

Note: Several state purchasing agencies require fees added to the contract price – 1% MyFloridaMarketPlace system transaction fee, 2% Georgia procurement fee, 1% South Carolina procurement fee, 1% Oklahoma procurement fee and 1.5% Alaska State procurement fee. FFF will also pass taxes and fees through to customers in states that impose healthcare taxes and fees for sales of pharmaceuticals to customers in their states.

Orders can be cancelled or reduced on or before July 1, 2018.
Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

Please complete and fax this form to FFF Enterprises: (800) 418-4333.
If you have questions, call (800) 843-7477 or visit MyFluVaccine.com.

I have ordered the quantities listed above and agree to the terms that apply:

Authorized Signature:

Date:

Thank you for supporting FFF's
Guaranteed Channel Integrity!



AMENDMENT NO. 18 TO MMCAP CONTRACT NO. MMS14003

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 FFF Enterprises, 41093 County Center Drive, Temecula, CA 92591 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment
(1942JV)

Effective: March 15, 2018 or when all signatures are obtained.

Revision 1: Table 1 of Article 2.1 of the Original Contract is amended to adjust the following product pricing for the 2018-2019 season. This pricing is inclusive of all previous and future prebook orders for the 2018-2019 season.

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	Price Per Container (Prices do not include FET)	FL, OK, SC Cost (Prices do not include FET)**	Alaska Cost (Prices do not include FET)**	Georgia Cost (Prices do not include FET)**
AstraZeneca/ MedImmune	Flumist	Nasal Sprayer; 2 years & older	Pack of 10	\$190.49* through 5/31/2018; after \$195.08	\$192.40* through 5/31/2018; after \$197.03	\$193.35* through 5/31/2018; after \$198.01	\$194.30* through 5/31/2018; after \$198.98
Seqirus	Afluria Quadrivalent	0.5ml prefilled syringes; 5 years & older	Pack of 10	\$144.70	\$146.15	\$146.87	\$147.59

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

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

**Reference 2.11 State Specific Requirements

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. FFF ENTERPRISES

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: Sarah D. Heel
 Title: Director of Vaccine Sales
 Date: 3-16-18

2. STATE OF MINNESOTA FOR MMCAP

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

By: [Signature]
 Title: SPA;C
 Date: 3/19/2018

3. COMMISSIONER OF ADMINISTRATION

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

By: [Signature]
 Title: AMS
 Date: 3/19/2018



**2018-2019
MMCAP Influenza Vaccine
ORDER FORM (MMS 14003)**

Date	
Contract Affiliation	

Telephone	Fax	Purchase Order Number
FFF Account Number	State License Number	
Order Placed By	Email Address	
Customer's Special Instructions		

Ship To	Bill To
Attn:	Attn:

PREFERRED DELIVERY DATE: _____
 The Preferred Delivery Date you've entered above for your order may arrive on or before this date. If there are any extreme delays to your order, you will receive a communication or an FFF representative will call you to confirm an alternate date.

Loyalty Program
 Select Loyalty Program to enroll for this inclusive opportunity, and receive priority access on flu vaccines for the 2019-2020 season when you book your flu vaccine orders for the 2018-2019 season.

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials	Loyalty* Program
Seqirus						
Trivalent						
FLU001803	Fluad™ Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$41.175**	Box of 10	\$411.75**		<input type="checkbox"/>
Quadrivalent						
FLU241810	Afluria® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 5 years of age and older (no latex)	\$13.533**	Vial	\$135.33**		<input type="checkbox"/>
FLU031801	Afluria® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 5 years of age and older (no preservatives or latex)	\$14.47**	Box of 10	\$144.70**		<input type="checkbox"/>
FLU141810	Flucelvax® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 4 years of age and older (no antibiotics or latex)	\$13.533**	Vial	\$135.33**		<input type="checkbox"/>
FLU031803	Flucelvax® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 4 years of age and older (no preservatives, antibiotics or latex)	\$14.528**	Box of 10	\$145.28**		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose
Seqirus Returnability
 Up to 30%, per presentation type, of doses are eligible for return. Returns must be full, unopened boxes of 10, or vials only. No partials accepted.
Supersedes all previous returnable programs.

Sanofi Pasteur						
Trivalent						
FLU040365	Fluzone® High-Dose Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$44.804**	Box of 10	\$448.04**		<input type="checkbox"/>
Quadrivalent						
FLU062915	Fluzone® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$14.72**	Vial	\$147.20**		<input type="checkbox"/>
FLU051825	Fluzone® Quadrivalent Influenza Virus Vaccine 0.25mL prefilled syringes, needleless, 10 per box 6-35 months of age (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU041850	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU041810	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL single-dose vials, 10 per box 3 years of age and older (no preservatives or latex)	\$15.89**	Box of 10	\$158.90**		<input type="checkbox"/>
FLU071810	Flublok® Quadrivalent Influenza Vaccine 0.5mL prefilled syringes, 10 per box 18 years and older (no eggs, influenza virus, preservatives, antibiotics or latex)	\$44.804**	Box of 10	\$448.04**		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose
Sanofi Pasteur Returnability
 Up to 30%, per presentation type, of doses are eligible for return.
Supersedes all previous returnable programs.

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials	Loyalty* Program
GlaxoSmithKline						
FLU090011	FluLaval® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$14.569**§	Vial	\$145.69**§		<input type="checkbox"/>
FLU090952	FluLaval® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no latex)	\$15.588** §	Box of 10	\$155.88** §		<input type="checkbox"/>
FLU089852	Fluarix® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	\$15.588** §	Box of 10	\$155.88** §		<input type="checkbox"/>

**Exclusive of Federal Excise Tax of \$0.75 per dose

§ GSK contract pricing requires all MMCAP members to be decked in the GSK system to qualify for the MMCAP contract prices, as listed.

GlaxoSmithKline Returnability

Up to 30%, per presentation type, of doses are eligible for return.

Supersedes all previous returnable programs.

MedImmune

FLU030510	FluMist® Quadrivalent Influenza Vaccine Live, Intranasal* 0.2mL prefilled, single-use Intranasal spray 2 years to 49 years of age (no preservatives or latex)	\$19.049**	Box of 10	\$190.49**		<input type="checkbox"/>
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**Exclusive of Federal Excise Tax of \$0.75 per dose

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

MedImmune Returnability

Up to 100% of doses are eligible for return for orders placed by May 31, 2018.

Up to 50% of doses are eligible for return for orders placed after June 1, 2018.

Reorders

Discounted pricing reflected above and 100% returnability will also apply to all reorders of product from June 1, 2018 to June 30, 2019.

Total Order Quantity

Customer represents warrants and agrees that Customer is purchasing products from FFF for its own use and use by its affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that FFF is relying on this representation in making its decision to sell products to Customer.

Note: Several state purchasing agencies require fees added to the contract price -- 1% MyFloridaMarketPlace system transaction fee, 2% Georgia procurement fee, 1% South Carolina procurement fee, 1% Oklahoma procurement fee and 1.5% Alaska State procurement fee. FFF will also pass taxes and fees through to customers in states that impose healthcare taxes and fees for sales of pharmaceuticals to customers in their states.

Orders can be cancelled or reduced on or before July 1, 2018.

Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

Please complete and fax this form to FFF Enterprises: (800) 418-4333.

If you have questions, call (800) 843-7477 or visit MyFluVaccine.com.

I have ordered the quantities listed above and agree to the terms that apply:

Authorized Signature: _____

Date: _____

Thank you for supporting FFF's
Guaranteed Channel Integrity!



AMENDMENT NO. 19 TO MMCAP CONTRACT NO. MMS14003

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 FFF Enterprises, Inc. ("Vendor" or "FFF") 41093 County Center Drive, Temecula, CA 92591.

MMCAP has a contract with the Vendor identified as Contract No. MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment
(1976JV)

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

Article 1.2 Expiration date: December 31, 2019, or as cancelled pursuant to clause 22.

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. FFF ENTERPRISES

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: Schuel
Title: Director of Vaccine sales
Date: 10-10-2018

2. STATE OF MINNESOTA FOR MMCAP

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

By: Sara Turnbow, PharmD, BCPS
Title: Pharmacist Sr.
Date: 10-11-18

3. COMMISSIONER OF ADMINISTRATION

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

By: _____
Title: _____
Date: _____

By: [Signature]
Title: AMS Sr.
Date: 10/11/18

AMENDMENT TWENTY TO MMCAP CONTRACT NO. MMS14003

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 FFF Enterprises, Inc. ("Vendor" or "FFF") 41093 County Center Drive, Temecula, CA 92591.

MMCAP has a contract with the Vendor identified as Contract No. MMS14003 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

Effective: January 17, 2019 or when all signatures are obtained.

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

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	MMCAP Price Per Container (Prices do not include FET)	Florida Cost (Prices do not include FET)¹	OK, SC Cost (Prices do not include FET)¹	Alaska Cost (Prices do not include FET)¹	Georgia Cost (Prices do not include FET)¹
AstraZeneca	Flumist	0.2ml Nasal Sprayer; 2 to 49 years	Pack of 10	\$218.03	\$219.56	\$220.21	\$221.30	\$222.39
GSK ²	Fluarix Quadrivalent	0.5ml prefilled syringes, 6mo & older	Pack of 10	\$155.88	\$156.97	\$157.44	\$158.22	\$159.00
GSK ²	FluLaval Quadrivalent	5 ml MD vial; 6 mo. & older	10 dose	\$145.69	\$146.71	\$147.15	\$147.88	\$148.60
GSK ²	FluLaval Quadrivalent	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	\$155.88	\$156.97	\$157.44	\$158.22	\$159.00
Seqirus	Afluria Quadrivalent	0.5ml prefilled syringes; 3 years & older	Pack of 10	\$145.28	\$146.30	\$146.73	\$147.46	\$148.19
Seqirus	Afluria Quadrivalent	5 ml MD vial; 6 months & older	10 dose	\$135.33	\$136.28	\$136.68	\$137.36	\$138.04
Seqirus	Afluria Quadrivalent	0.25ml prefilled syringes; 6-35 months	Pack of 10	\$145.28	\$146.30	\$146.73	\$147.46	\$148.19

¹ Reference Contract Section 2.11 State Specific Requirements

² Vendor will match contract award price of manufacturer (GSK) if manufacturer is awarded an MMCAP contract and if the contracted price is less expensive. Vendor cannot adhere to additional discounts offered by the manufacturer. GSK contract prices above require all customers to have a signed DEC form in the GSK system to receive MMCAP contract pricing. Contact MMCAP to obtain a GSK DEC form if one is not already been completed, see Exhibit B.

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	MMCAP Price Per Container (Prices do not include FET)	Florida Cost (Prices do not include FET) ¹	OK, SC Cost (Prices do not include FET) ¹	Alaska Cost (Prices do not include FET) ¹	Georgia Cost (Prices do not include FET) ¹
Seqirus	Fluad	0.5ml prefilled syringes; 65 years & older	Pack of 10	\$418.78	\$421.71	\$422.97	\$425.06	\$427.16
Seqirus	Flucelvax Quadrivalent	0.5ml prefilled syringes; 4 years & older	Pack of 10	\$169.00	\$170.18	\$170.69	\$171.54	\$172.38
Seqirus	Flucelvax Quadrivalent	5 ml MD vial; 4 years & older	10 dose	\$157.42	\$158.52	\$158.99	\$159.78	\$160.57
Sanofi Pasteur	Flublok Quadrivalent	0.5ml prefilled syringes; 18 years & older	Pack of 10	\$459.90	\$463.12	\$464.50	\$466.80	\$469.10
Sanofi Pasteur	Fluzone Quadrivalent	5ml MD vial; 6 mo. of age & older	10 dose	\$150.14	\$151.19	\$151.64	\$152.39	\$153.14
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml prefilled syringe; 3 yrs & older;	Pack of 10	\$162.08	\$163.21	\$163.70	\$164.51	\$165.32
Sanofi Pasteur	Fluzone Quadrivalent No Preservative	0.5ml single dose vials; 3 yrs & older;	Pack of 10	\$162.08	\$163.21	\$163.70	\$164.51	\$165.32
Sanofi Pasteur	Fluzone Quadrivalent No Preservative Pediatric Dose	0.25ml prefilled syringe; 6 mo. to 35 months of age	Pack of 10	\$162.08	\$163.21	\$163.70	\$164.51	\$165.32
Sanofi Pasteur	Fluzone High-dose, No Preservative	0.5ml prefilled syringe; 65 years & older	Pack of 10	\$459.90	\$463.12	\$464.50	\$466.80	\$469.10

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

Revision 2: Add Article 2.15 Additional Tiered Discounts

2.15.1 Flumist Additional savings are available for accounts that prebook ≥ 400 doses for the 2019-2020 season as set forth in Table 2. Additional savings for Flumist only, will be applied in the form of a rebate. 85% of the prebook volume must be delivered and accepted by December 31, 2019 to qualify for rebates. Rebates will be administered in the form of credit applied to FFF accounts by June 30, 2020.

Table 2

Tier	Doses Prebooked	On-Invoice Discount	Rebate to FFF Account	Total Discount	MMCAP Net Discounted Price
Base	10-399	5%	0%	5%	\$218.03

1	400-799	5%	2%	7%	\$213.44
2	800-1,199	5%	4%	9%	\$208.85
3	1,200-2,499	5%	6%	11%	\$204.26
4	2,500-4,999	5%	8%	13%	\$199.67
5	5,000 or greater	5%	10%	15%	\$195.08

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

Revision 3: Article 2.10 Return Goods/Credits: Is amended to include the following for the 2019-2020 season.

2.10 Returned Goods/Credits. MMCAP Participating Facilities may return contracted purchased full pack quantities of product to FFF Enterprises, Inc. via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843-7477 for complete returns instructions.

- AstraZeneca= Up to 25% of doses are eligible for returns for prebook orders placed by March 31, 2019 and must accept 85% of prebooked volume by December 31, 2019.
- GSK= Up to 30% of doses are eligible for return
- Seqirus= Up to 20% of Afluria and Flucelvax doses are eligible for return.
Up to 25% of Fluad doses are eligible for return.
- Sanofi Pasteur= Up to 25% of doses are eligible for return

Contact the customer care team for further information. Vendor will supply a copy of its returned goods/credit policy to MMCAP Participation Facilities upon request.

Revision 4: Section 2.11.2, 2. Transaction Fee paragraph 1 only is deleted and replaced with:

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

Revision 5: 2019-2020 FFF Prebook order form added as Exhibit A.

Revision 6: Effective with this amendment, Vendors address is: 44000 Winchester Road, Temecula, CA 92590

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. FFF Enterprises, Inc.

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

By: *John D. Hill*
 Title: Director Vaccine Sales
 Date: 1-22-19

2. STATE OF MINNESOTA FOR MMCAP

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

By: *Debra C. L. Buranda*
 Title: SPA Coordinator
 Date: 1-23-2019

3. COMMISSIONER OF ADMINISTRATION

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

By: *Sara Tenbrunsel, PharmD, BCPS*
 Date: 1-24-19



**2019-2020
MMCAP Influenza Vaccine
ORDER FORM (MMS 14003)**

Date	
Contract Affiliation	

Telephone	Fax	Purchase Order Number
FFF Account Number		State License Number
Order Placed By		Email Address
Customer's Special Instructions		

Ship To	Bill To
Attn:	Attn:

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials
Seqirus					
Trivalent					
FLU001903	Fluad™ Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$41.878**	Box of 10	\$418.78**	
Quadrivalent					
FLU241910	Afluria® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$13.533**	Vial	\$135.33**	
FLU031901	Afluria® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives or latex)	\$14.528**	Box of 10	\$145.28**	
FLU021920	Afluria® Quadrivalent Influenza Virus Vaccine 0.25mL prefilled syringes, needleless, 10 per box 6-35 months of age (no preservatives or latex)	\$14.528**	Box of 10	\$145.28**	
FLU141910	Flucelvax® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 4 years of age and older (no antibiotics or latex)	\$15.742**	Vial	\$157.42**	
FLU031903	Flucelvax® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 4 years of age and older (no preservatives, antibiotics or latex)	\$16.90**	Box of 10	\$169.00**	

**Exclusive of Federal Excise Tax of \$0.75 per dose

Seqirus Returnability

Up to 25% for Fluad, and 20% for all other Seqirus products, per presentation type, of doses are eligible for return.
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

Sanofi Pasteur

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials
Trivalent					
FLU040565	Fluzone® High-Dose Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$45.99**	Box of 10	\$459.90**	
Quadrivalent					
FLU063115	Fluzone® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$15.014**	Vial	\$150.14**	
FLU051925	Fluzone® Quadrivalent Influenza Virus Vaccine 0.25mL prefilled syringes, needleless, 10 per box 6-35 months of age (no preservatives or latex)	\$16.208**	Box of 10	\$162.08**	
FLU041950	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives or latex)	\$16.208**	Box of 10	\$162.08**	
FLU041910	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL single-dose vials, 10 per box 3 years of age and older (no preservatives or latex)	\$16.208**	Box of 10	\$162.08**	
FLU071910	Flublok® Quadrivalent Influenza Vaccine 0.5mL prefilled syringes, 10 per box 18 years and older (no eggs, influenza virus, preservatives, antibiotics or latex)	\$45.99**	Box of 10	\$459.90**	

**Exclusive of Federal Excise Tax of \$0.75 per dose

Sanofi Pasteur Returnability

Up to 25%, per presentation type, of doses are eligible for return.
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials
GlaxoSmithKline					
FLU089711	FluLaval® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	\$14.569**§	Vial	\$145.69**§	
FLU090652	FluLaval® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	\$15.588**§	Box of 10	\$155.88**§	
FLU089652	Fluarix® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	\$15.588**§	Box of 10	\$155.88**§	

**Exclusive of Federal Excise Tax of \$0.75 per dose

§ GSK contract pricing requires all members to be decked in the GSK system to qualify for the contract prices, as listed.

GlaxoSmithKline Returnability

Up to 30%, per presentation type, of doses are eligible for return.

Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

AstraZeneca

FLU030610	FluMist® Quadrivalent Influenza Vaccine Live, Intranasal* 0.2mL prefilled, single-use Intranasal spray 2 years to 49 years of age (no preservatives or latex)	\$21.803**	Box of 10	\$218.03**	
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**Exclusive of Federal Excise Tax of \$0.75 per dose

2019-2020 Prebook Program for Flumist Quadrivalent

Prebook by March 31, 2019, to receive 5% off list price of \$229.50 on all doses, included in above price.

Additional savings are available for accounts that prebook ≥400 doses.

Additional savings will be applied in the form of a rebate. 85% of the prebook volume must be delivered and accepted by December 31, 2019 to qualify for rebates.

Rebates will be administered in the form of credit applied to accounts by June 30, 2020.

Tier	Doses Prebooked	On-Invoice Discount	Rebate	Total Discount % Off List Price	Net Discounted Price**
Base	10 – 399 doses	5%	0%	5%	\$218.03
1	400 – 799 doses	5%	2%	7%	\$213.44
2	800 – 1,199 doses	5%	4%	9%	\$208.85
3	1,200 – 2,499 doses	5%	6%	11%	\$204.26
4	2,500 – 4,999 doses	5%	8%	13%	\$199.67
5	5,000 doses or greater	5%	10%	15%	\$195.08

AstraZeneca Returnability

Customers may return up to 25% of product purchased as long as they prebooked by March 31, 2019 and have accepted 85% of the prebooked volume by December 31, 2019.

Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

Total Order Quantity

Note: Several state purchasing agencies require fees added to the contract price – 0.7% MyFloridaMarketPlace system transaction fee, 2% Georgia procurement fee, 1% South Carolina procurement fee, 1% Oklahoma procurement fee and 1.5% Alaska State procurement fee. FFF will also pass taxes and fees through to customers in states that impose healthcare taxes and fees for sales of pharmaceuticals to customers in their states.

Orders can be cancelled or reduced on or before **July 1, 2019**. Cancellations may affect discounts, rebates and return policies. Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

Complete and fax this form to FFF Enterprises: (800) 418-4333. Online orders are accepted through MyFluVaccine.com. If you have any questions, contact Wow! Customer Service at (800) 843-7477.

Payment terms: 0.25% 20 days, net 60 days.

A confirmation with final confirmed pricing will be sent out to all customers for review, prior to shipment.

Customer represents warrants and agrees that Customer is purchasing products from FFF for its own use and use by its affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that FFF is relying on this representation in making its decision to sell products to Customer.

I have ordered the quantities listed above and agree to the terms that apply:

Authorized Signature:

Date:

**Thank you for supporting FFF's
Guaranteed Channel Integrity!**



AMENDMENT NO. 21 TO MMCAP CONTRACT NO. MMS14003

THIS AMENDMENT NO.21 ("Amendment") is entered into as of February 13, 2019 or the date MMCAP obtains all required signatures within this document, whichever is later ("Effective Date") by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and FFF Enterprises Inc., a corporation with an address of 41093 County Center Drive, Temecula, CA 92591 ("Vendor").

RECITALS

WHEREAS, MMCAP and Vendor entered into a Contract MMS14003 on January 24, 2014 ("Original Contract");

WHEREAS, MMCAP and Vendor amended certain terms and conditions of the Original Contract by the way of the MMS14003 Amendment 8 into November 2, 2015, Amendment 15 into December 11, 2017, Amendment 17 into February 26, 2018, Amendment 19 into October 11, 2018, and Amendment 20 into January 24, 2019; together, Original Contract and Amendments 8, 15, 17, 19 and 20 will be referred to as "Agreement";

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

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

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

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

Article and Clause Addendums

Revision 1: Table 1 of Article 2.1 of the Original Contract is amended to decrease the pricing of the following product for the 2019-2020 season.

Table 1

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	MMCAP Price Per Container (Prices do not include FET)	Florida Cost (Prices do not include FET) ¹	OK, SC Cost (Prices do not include FET) ¹	Alaska Cost (Prices do not include FET) ¹	Georgia Cost (Prices do not include FET) ¹
AstraZeneca	Flumist	0.2ml Nasal Sprayer, 2 to 49 years	Pack of 10	\$183.60	\$184.89	\$185.44	\$186.35	\$ 187.27

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

Revision 2: Section 2.15.1 is deleted in its entirety.

Revision 3: 2019-2020 FFF Prebook order form replaces the current Exhibit A as set forth on Amendment 20.

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

¹ Reference Contract Section 2.11 State Specific Requirements

VENDOR: FFF ENTERPRISES, INC

The Vendor certified 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: Luke D. Noll
Signature: [Signature]
Title: Director Vaccine Sales
Date: 2-14-19

STATE OF MINNESOTA FOR MMCAP

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

Name: Sara Turnbow
Signature: [Signature]
Date: 2-14-19

COMMISSIONER OF ADMINISTRATION

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

Name: Perry Egartson
Signature: [Signature]
Date: 2/14/19

SIGNATURE PAGE