State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor:  
0000014944  
McKesson Medical Surgical Minnesota Supply Inc.  
8121 10th Ave. North  
Golden Valley, MN. 55427  
Telephone No.: 1-800-328-8111 Option 1

Price Agreement Number: 50-000-14-00009  
Price Agreement Amendment No.: Four  
Term: December 8, 2014 – December 31, 2019

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:  
As Requested

Procurement Specialist: Theresa Mendibles  
Telephone No.: (505) 827-0499  
Email: theresa.mendibles@state.nm.us

Title: Influenza Vaccine; MMCAP MMS14005 (Amendment No. 22)

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective IMMEDIATELY. Please see Attached Amendment 17, Amendment 18, Amendment 19, Amendment 20, Amendment 21 and Amendment 22 for full details of amendment revisions to reflect additional articles for Return Goods/Credits, additional products for the 2018-2019 list, Prebook order form and Amendment Extension through December 31, 2019.

This Price Agreement may be extended if the Minnesota Multi-State Contract Alliance for Pharmacy (MMCAP) is extended, upon approval of all parties. CONTRACT PRICES: ALL PRICES ARE LOCATED AT www.mmcap.org. CUSTOMERS WILL NEED AN ACCESS CODE TO VIEW THE PRICE LISTS. IF YOU DO NOT HAVE A ACCESS CODE, CUSTOMERS MUST CONTACT THERESA MENDIBLES (505-827-0499) AT THE STATE PURCHASING DIVISION TO REGISTER TO UTILIZE THIS COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 11/26/2019

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472  
tam
McKesson Medical-Surgical Minnesota Supply
MMS14005

Amendment #16
Not posted
For viewing
AMENDMENT NO. 17 TO MMCAP CONTRACT NO. MMS14005

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

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

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

Contract Amendment

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

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

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

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

1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

   By: 
   Title: President, Medical-Surgical
   Date: 12/20/17

2. STATE OF MINNESOTA FOR MMCAP

   By: 
   Title: SPA-L
   Date: 12/20/2017

3. COMMISSIONER OF ADMINISTRATION

   By: 
   Title: 
   Date: 12/20/2017
AMENDMENT NO. 18 TO MMCAP CONTRACT NO. MMS14005

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

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

Contract Amendment

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

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

<table>
<thead>
<tr>
<th>Mfr. Name</th>
<th>Product Name</th>
<th>Container Type; Age Indication</th>
<th>Pack Size</th>
<th>Price Per Container (Prices do not include FET)</th>
<th>FL, OK, SC Cost (Prices do not include FET)</th>
<th>AK Cost (Prices do not include FET)</th>
<th>Georgia Cost (Prices do not include FET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSK</td>
<td>FluLaval Quadrivalent</td>
<td>5 ml MD vial; 6 months &amp; above</td>
<td>10 dose</td>
<td>160.98</td>
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<tr>
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<td>Pack of 10</td>
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<td>177.77</td>
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<td>179.53</td>
</tr>
<tr>
<td>GSK</td>
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<td>0.5ml prefilled syringes; 6 months &amp; above</td>
<td>Pack of 10</td>
<td>176.01</td>
<td>177.77</td>
<td>178.65</td>
<td>179.53</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Afluria Quadrivalent</td>
<td>0.5ml prefilled syringes; 18 yrs &amp; above</td>
<td>Pack of 10</td>
<td>153.24</td>
<td>154.77</td>
<td>155.54</td>
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<tr>
<td>Seqirus</td>
<td>Afluria Quadrivalent</td>
<td>5 ml MD vial; 18 yrs &amp; above</td>
<td>10 dose</td>
<td>142.26</td>
<td>143.68</td>
<td>144.39</td>
<td>145.11</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Flucelvax Quadrivalent</td>
<td>0.5 ml prefilled syringes; 4 yrs &amp; above</td>
<td>Pack of 10</td>
<td>153.24</td>
<td>154.77</td>
<td>155.54</td>
<td>156.31</td>
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<tr>
<td>Seqirus</td>
<td>Flucelvax Quadrivalent</td>
<td>5mL MD vial; 4 yrs and above</td>
<td>10 doses</td>
<td>142.26</td>
<td>143.68</td>
<td>144.39</td>
<td>145.11</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent</td>
<td>5ml MD vial; 6 months and above</td>
<td>10 dose</td>
<td>154.67</td>
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<td>156.99</td>
<td>157.76</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml prefilled syringe; 36 months of age and older</td>
<td>Pack of 10</td>
<td>166.34</td>
<td>168.00</td>
<td>168.84</td>
<td>169.67</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml single dose vials; 36 months of age and older</td>
<td>Pack of 10</td>
<td>166.34</td>
<td>168.00</td>
<td>168.84</td>
<td>169.67</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent</td>
<td>0.25ml prefilled syringe; 6 months</td>
<td>Pack of 10</td>
<td>166.34</td>
<td>168.00</td>
<td>168.84</td>
<td>169.67</td>
</tr>
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AMENDMENT NO. 18 TO MMCAP CONTRACT NO. MMS14005

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

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

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

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

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

1. MCKESSION MEDICAL-SURGICAL MINNESOTA SUPPLY INC.
   The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

   By: Stanton J. McComb
   Title: President
   Date: February 13, 2018

2. STATE OF MINNESOTA FOR MMCAP
   In accordance with Minn. Stat. § 16C.03, subd. 3
   By: [Signature]
   Title: SPA Coordinator
   Date: 2-14-2018

3. COMMISSIONER OF ADMINISTRATION
   In accordance with Minn. Stat. § 16C.05, subd. 2
   By: [Signature]
   Title: Ams
   Date: 2/14/2018
<table>
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<tr>
<th>Brand/Manufacturer</th>
<th>Description</th>
<th>Age Range</th>
<th>CPT Code</th>
<th>Price/Case</th>
<th>Total Quantity</th>
<th>Price/Cust</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLEXOLINE</td>
<td>GPH 5%</td>
<td>10 Years and above</td>
<td>10 boxes/box</td>
<td>1105 3%</td>
<td>200 000</td>
<td>1105 3%</td>
<td>$122.26</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 Years and above</td>
<td>10 boxes/box</td>
<td>1105 3%</td>
<td>200 000</td>
<td>1105 3%</td>
<td>$122.26</td>
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<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
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<td>10 boxes/box</td>
<td>1105 3%</td>
<td>200 000</td>
<td>1105 3%</td>
<td>$122.26</td>
</tr>
</tbody>
</table>

All prebook not canceled by July 15, 2018 automatically turn into orders.

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

2018 – 2019 Influenza Vaccine
Pre-book Form

Terms of Sale:

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

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

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

Return Policy:

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

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

For Example:
- A purchase of 30 vials = 6 unopened vials eligible for return
- A purchase of 33 vials = 10.6 rounds down to 6 unopened vials eligible for return
- A purchase of 6 boxes of syringes = 60 doses = Not eligible (minimum order quantity not met)

Note: This form is provided by McKesson Medical-Surgical. For more information, contact fluconnection@mckesson.com or 1.855.680.6280.
AMENDMENT NO. 19 TO MMCAP CONTRACT NO. MMS14005

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

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

Contract Amendment
(1993/07)

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

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

<table>
<thead>
<tr>
<th>Mfr. Name</th>
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<th>Georgia Cost (Prices do not include FET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSK</td>
<td>FluLaval Quadrivalent</td>
<td>5 ml MD vial; 6 months &amp; above</td>
<td>10 dose</td>
<td>153.48</td>
<td>155.01</td>
<td>155.78</td>
<td>156.55</td>
</tr>
<tr>
<td>GSK</td>
<td>FluLaval Quadrivalent</td>
<td>0.5ml prefilled syringes; 6 months &amp; above</td>
<td>Pack of 10</td>
<td>168.51</td>
<td>170.20</td>
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<td>Fluarix Quadrivalent</td>
<td>0.5ml prefilled syringes; 6 months &amp; above</td>
<td>Pack of 10</td>
<td>168.51</td>
<td>170.20</td>
<td>171.04</td>
<td>171.88</td>
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<tr>
<td>Seqirus</td>
<td>Afluria Quadrivalent</td>
<td>0.5mL prefilled syringes; 18 yrs &amp; above</td>
<td>Pack of 10</td>
<td>145.74</td>
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<td>Seqirus</td>
<td>Afluria Quadrivalent</td>
<td>5 ml MD vial; 18 yrs &amp; above</td>
<td>10 dose</td>
<td>134.76</td>
<td>136.11</td>
<td>136.78</td>
<td>137.46</td>
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<tr>
<td>Seqirus</td>
<td>Fluad</td>
<td>0.5ml prefilled syringes; 65yrs &amp; above</td>
<td>Pack of 10</td>
<td>426.00</td>
<td>430.26</td>
<td>432.39</td>
<td>434.52</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Flucelvax Quadrivalent</td>
<td>0.5 ml prefilled syringes; 4 yrs &amp; above</td>
<td>Pack of 10</td>
<td>145.74</td>
<td>147.20</td>
<td>147.93</td>
<td>148.65</td>
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<td>Seqirus</td>
<td>Flucelvax Quadrivalent</td>
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<td>134.76</td>
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<td>136.78</td>
<td>137.46</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent</td>
<td>5ml MD vial; 6 months and above</td>
<td>10 dose</td>
<td>147.17</td>
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<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml prefilled syringe; 36 months of age and older</td>
<td>Pack of 10</td>
<td>158.84</td>
<td>160.43</td>
<td>161.22</td>
<td>162.02</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml single dose vials; 36 months of age and older</td>
<td>Pack of 10</td>
<td>158.84</td>
<td>160.43</td>
<td>161.22</td>
<td>162.02</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.25ml prefilled syringe; 6 months to 35 months of</td>
<td>Pack of 10</td>
<td>158.84</td>
<td>160.43</td>
<td>161.22</td>
<td>162.02</td>
</tr>
</tbody>
</table>
AMENDMENT NO. 19 TO MMCAP CONTRACT NO. MMS14005

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

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

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

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

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

1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.
   The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

   By: (Signature)
   Title: President
   Date: February 21, 2018

2. STATE OF MINNESOTA FOR MMCAP
   In accordance with Minn. Stat. § 16C.03, subd. 3
   By: (Signature)
   Title: Pharmacist Sr.
   Date: 2-22-18

3. COMMISSIONER OF ADMINISTRATION
   In accordance with Minn. Stat. § 16C.05, subd. 2
   By: (Signature)
   Title: A.M.S
   Date: 2/23/2018
AMENDMENT NO. 20 TO MMCAP CONTRACT NO. MMS14005

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State"), on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and McKesson Medical-Surgical Minnesota Supply Inc., 3121 10th Ave North, Golden Valley, MN 55427 ("Vendor").

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

Contract Amendment

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

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

<table>
<thead>
<tr>
<th>Mfr. Name</th>
<th>Product Name</th>
<th>Container Type</th>
<th>Age Indication</th>
<th>Pack Size</th>
<th>Price Per Container (Prices do not include)</th>
<th>FL, OK, SC Cost Prices do not include</th>
<th>AK Cost Prices do not include</th>
<th>Georgia Cost Prices do not include</th>
</tr>
</thead>
<tbody>
<tr>
<td>AstraZeneca</td>
<td>FluMist</td>
<td>Nasal Spray; Age 2-49 years</td>
<td>Pack of 19</td>
<td>$190.49* through 5/31/2018; after $194.30</td>
<td>$192.40* through 5/31/2018; after $196.40</td>
<td>$193.35* through 5/31/2018; after $197.22</td>
<td>$194.30* through 5/31/2018; after $198.19</td>
<td></td>
</tr>
</tbody>
</table>

Prices listed are not inclusive of Federal Excise Tax of 30.75%.

Revision 2: Article 2.19 Return Goods/Credits: Is amended to include FluMist returns information for the 2018-2019 season. Vendor will supply a copy of its return goods/credit policy to MMCAP and/or Participating Facilities upon request. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Flu Team at 1-877-625-4358.

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


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. MCKEESON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

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

[Signature]
Title: President
Date: March 3, 2018

2. STATE OF MINNESOTA FOR MMCAP

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

By: [Signature]
Title: Pharmacist Sr.
Date: 3-6-18

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.06, subd. 2

By: [Signature]
Title: [Signature]
Date: 3/7/2018
# 2018-2019 Prebook Program for FluMist Quadrivalent

**FluMist Quadrivalent**
Influenza Vaccine Live, Intranasal

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

This season’s market offering includes two valuable extra benefits for ordering by May 31, 2018:
- An additional 2% discount over the base discount
- An additional 50% returns provision over the base provision

<table>
<thead>
<tr>
<th>Market Offering</th>
<th>Discount % Off Net Price</th>
<th>Returns Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Benefit†</td>
<td>15%</td>
<td>50%</td>
</tr>
<tr>
<td>Additional Benefit‡</td>
<td>2%</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Total Benefit</strong></td>
<td><strong>17%</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

*List price is $82.95 per dose. Excise tax of $0.76 not included. Additional Distributor fees may apply.
†Base Benefit applies to all prebooks and orders June 1, 2018 to June 30, 2019.
‡Additional Benefit is contingent upon Customer prebooking prior to May 31, 2018, and will also apply to all re-orders of product June 1, 2018 to June 30, 2019.

<table>
<thead>
<tr>
<th>Item #</th>
<th>MFG</th>
<th>Description</th>
<th>PKG Qty/Req’ed</th>
<th>Doses/PKG</th>
<th>Calibre/TrackID</th>
<th>Discounted Price/PKG</th>
<th>Final Price/PKG Includes $750 Federal Excise Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>AZSPRY9</td>
<td>AstraZeneca</td>
<td>FluMist Quadrivalent (Influenza Vaccine Live, Intranasal) (Supplied in a package of 10 pre-filled, single-use sprayers. Product must be kept refrigerated 2°C-8°C/36°F-46°F) at all times prior to use.</td>
<td>10</td>
<td></td>
<td></td>
<td>$190.49</td>
<td>$197.95</td>
</tr>
</tbody>
</table>

*Exclusive of Federal Excise Tax of $0.76 per dose
Price reflects an additional discount of 2% for orders placed by May 31, 2018 and will increase by 2% for orders placed after June 1, 2018.

Please provide the following information:

Office/Clinic Name:
Practice Name: _________
Ship to Address: _________
City: __________ State: _______ ZIP: __________
Phone: _______ Fax: _________
Email: _________
Signature (required): _________

Date: __________ P#: _________
McKesson Account Number: _________

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

Questions?
Call 1-877-625-4358
https://mms.mckesson.com

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

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

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

Fax this back to McKesson Medical at 1-855-898-8358 or e-mail to Fluconnection@mckesson.com

05/8009 2/18
AMENDMENT NO. 21 TO MMCAP CONTRACT NO. MMS14005

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

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

Contract Amendment

(1999JV)

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

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

<table>
<thead>
<tr>
<th>Mfr. Name</th>
<th>Product Name</th>
<th>Container Type; Age indication</th>
<th>Pack Size</th>
<th>Price Per Container (Prices do not include FET)</th>
<th>FL4 OK, SC Cost (Prices do not include FET)</th>
<th>AK Cost (Prices do not include FET)</th>
<th>Georgia Cost (Prices do not include FET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AstraZeneca</td>
<td>FluMist</td>
<td>Nasal Sprayer; Age 2 - 49 years</td>
<td>Pack of 10</td>
<td>$190.49* through 5/31/2018; after $195.08</td>
<td>$192.40* through 5/31/2018; after $197.03</td>
<td>$193.35* through 5/31/2018; after $198.01</td>
<td>$194.30* through 5/31/2018; after $198.98</td>
</tr>
</tbody>
</table>

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

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

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

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

1. MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC.

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

   By: [Signature]

   Title: VP Corporate Accts Gov't

   Date: 11/15/18

2. STATE OF MINNESOTA FOR MMCAP

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

   By: [Signature]

   Title: SPA-C

   Date: 11/10/2018

3. COMMISSIONER OF ADMINISTRATION

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

   By: [Signature]

   Title: Pharmacist Sr.

   Date: 11-16-18
AMENDMENT NO. 22 TO MMCAP CONTRACT NO. MMS14005

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

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

Contract Amendment
(1976IV)

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

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

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

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

1. McKesson Medical-Surgical Minnesota Supply Inc.
The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: VP Corporate Accts Gov't
Date: 11/15/18

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

By: [Signature]
Title: SPP Coordinator
Date: 11-15-18

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

By: [Signature]
Title: Pharmacist Sr.
Date: 11-15-18
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment  

Awarded Vendor:  
0000014944  
Mckesson Medical Surgical Minnesota Supply Inc.  
8121 10th Ave. North  
Golden Valley, MN. 55427  
Telephone No.: 1-800-328-8111 Option 1  

Price Agreement Number: 50-000-14-00009  
Price Agreement Amendment No.: Three  
Term: December 8, 2014 – December 31, 2018  

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.  

Invoice:  
As Requested  

Procurement Specialist: Natalie Martinez  
Telephone No.: (505) 827-0251  

Title: Influenza Vaccine; MMCAP MMS14005 (Amendment No. 15)  

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.  

This amendment is issued to reflect the following effective IMMEDIATELY TO EXTEND PRICE AGREEMENT FROM December 31, 2017 thru December 31, 2018.  

Attached amendment 10 & 11 for revision of extension and to add products for the 2016 -2017 list.  

This Price Agreement may be extended if the Minnesota Multi-State Contract Alliance for Pharmacy (MMCAP) is extended, upon approval of all parties. CONTRACT PRICES: ALL PRICES ARE LOCATED AT www.mmcap.org. CUSTOMERS WILL NEED AN ACCESS CODE TO VIEW THE PRICE LISTS. IF YOU DO NOT HAVE A ACCESS CODE, CUSTOMERS WILL MUST CONTACT NATALIE MARTINEZ (505-827-0251) AT THE STATE PURCHASING DIVISION TO REGISTER TO UTILIZE THIS COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA.  

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.  

Accepted for the State of New Mexico  

[Signature]  
New Mexico State Purchasing Agent  

Date: 11/14/17  

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472  
NM
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000014944
McKesson Medical Surgical Minnesota Supply Inc.
8121 10th Ave. North
Golden Valley, MN. 55427

Telephone No.: 1-800-328-8111 Option 1

Price Agreement Number: 50-000-14-0009
Price Agreement Amendment No.: Two
Term: December 8, 2014 – December 31, 2017

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Natalie Martinez
Telephone No.: (505) 827-0251

Title: Influenza Vaccine; MMCAP MMS14005

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective IMMEDIATELY TO EXTEND PRICE AGREEMENT FROM December 31, 2016 thru December 31, 2017.

Attached amendment 10 & 11 for revision of extension and to add products for the 2016 -2017 list.

This Price Agreement may be extended if the Minnesota Multi-State Contract Alliance for Pharmacy (MMCAP) is extended, upon approval of all parties. CONTRACT PRICES: ALL PRICES ARE LOCATED AT www.mmcap.org. CUSTOMERS WILL NEED AN ACCESS CODE TO VIEW THE PRICE LISTS. IF YOU DO NOT HAVE A ACCESS CODE, CUSTOMERS WILL MUST CONTACT NATALIE MARTINEZ (505-827-0251) AT THE STATE PURCHASING DIVISION TO REGISTER TO UTILIZE THIS COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 12/20/16

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
NM
AMENDMENT TEN TO MMCAP CONTRACT MMS14005

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

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

Contract Amendment

Effective February 1, 2016

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

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

<table>
<thead>
<tr>
<th>Mfr. Name</th>
<th>Product Name</th>
<th>Container Type; Age indication</th>
<th>Pack Size</th>
<th>Price Per Container (Prices do not include FET)</th>
<th>FL, OK, SC Cost (Prices do not include FET)</th>
<th>Georgia Cost (Prices do not include FET)</th>
<th>Max. Quantity to MMCAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSK</td>
<td>FluLaval Quadrivalent</td>
<td>5 ml MD vial; 10 dose; 3yrs &amp; above</td>
<td>$154.28</td>
<td>$155.82</td>
<td>$157.37</td>
<td>150,000 doses</td>
<td></td>
</tr>
<tr>
<td>GSK</td>
<td>Flurix Quadrivalent</td>
<td>0.5ml prefilled syringes</td>
<td>Pack of 10; 3yrs &amp; above</td>
<td>$168.51</td>
<td>$170.20</td>
<td>$171.88</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>MedImmune</td>
<td>Flumist Quadrivalent</td>
<td>Nasal sprayer</td>
<td>Pack of 10; 2-49 yrs.</td>
<td>$181.30</td>
<td>$183.11</td>
<td>$184.93</td>
<td>250,000 doses</td>
</tr>
<tr>
<td>Protein Sciences</td>
<td>Flublok</td>
<td>0.5ml single dose vials</td>
<td>Pack of 10; 18 yrs &amp; above</td>
<td>$350.00</td>
<td>$353.50</td>
<td>$357.00</td>
<td>200,000 doses</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Afluria TIV</td>
<td>0.5ml prefilled syringes</td>
<td>Pack of 10; 9yrs &amp; above</td>
<td>$100.97</td>
<td>$101.98</td>
<td>$102.99</td>
<td>400,000 doses</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Afluria TIV</td>
<td>5 ml MD vial</td>
<td>10 dose; 9yrs &amp; above</td>
<td>$86.13</td>
<td>$86.99</td>
<td>$87.85</td>
<td>500,000 doses</td>
</tr>
<tr>
<td>Mfr. Name</td>
<td>Product Name</td>
<td>Container Type; Age indication</td>
<td>Pack Size</td>
<td>Price Per Container (Prices do not include FET)</td>
<td>FLm OK, SC Cost (Prices do not include FET)</td>
<td>Georgia Cost (Prices do not include FET)</td>
<td>Max. Quantity to MMCAP</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------</td>
<td>--------------------------------</td>
<td>-----------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Flumad</td>
<td>0.5ml prefilled syringes</td>
<td>Pack of 10; 65yrs &amp; above</td>
<td>$295.64</td>
<td>$298.60</td>
<td>$301.55</td>
<td>200,000 doses</td>
</tr>
<tr>
<td>Seqirus</td>
<td>FlucelVax Quadrivalent</td>
<td>0.5 ml prefilled syringes; 18yrs &amp; above</td>
<td>Pack of 10</td>
<td>$TBD</td>
<td>$TBD</td>
<td>$TBD</td>
<td>200,000 doses</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Fluvirin TIV</td>
<td>0.5 ml prefilled syringes; 4yrs and above</td>
<td>Pack of 10</td>
<td>$100.97</td>
<td>$101.98</td>
<td>$102.99</td>
<td>600,000 doses</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Fluvirin TIV</td>
<td>5 ml MD vial; 4yrs &amp; above</td>
<td>10 doses</td>
<td>$86.13</td>
<td>$86.99</td>
<td>$87.85</td>
<td>300,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent</td>
<td>5ml MD vial; 6 months of age and older</td>
<td>10 doses</td>
<td>$147.17</td>
<td>$148.64</td>
<td>$150.11</td>
<td>200,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml prefilled syringe; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$158.83</td>
<td>$160.42</td>
<td>$162.01</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml single dose vials; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$163.60</td>
<td>$165.24</td>
<td>$166.87</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative Pediatric Dose</td>
<td>0.25ml prefilled syringe; 6 months to 35 months of age</td>
<td>Pack of 10</td>
<td>$208.40</td>
<td>$210.48</td>
<td>$212.57</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone High-dose, No Preservative</td>
<td>0.5ml prefilled syringe; 65 years and older</td>
<td>Pack of 10</td>
<td>$356.74</td>
<td>$360.31</td>
<td>$363.88</td>
<td>250,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent Intradermal, No Preservative</td>
<td>Prefilled microinjector; 18 years thru 64 years</td>
<td>Pack of 10</td>
<td>$158.83</td>
<td>$160.42</td>
<td>$162.01</td>
<td>150,000 doses</td>
</tr>
</tbody>
</table>
Revision 3: Article 2.10 Return Goods/Credits: is amended to include return and credit information for the 2016-2017 season. MMCAP Participating Facilities may return contracted purchased product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-328-8111.

GSK: McKesson standard policy allows up to a 20% over 30 units return of the prebook.
Medimmune: McKesson standard policy allows up to a 20% over 30 units return of the prebook.
Protein Sciences: McKesson standard policy allows up to a 20% over 30 units return of the prebook.
Sanofi Pasteur: McKesson standard policy allows up to a 20% over 30 units return of the prebook.
Seqirus: McKesson standard policy allows up to a 20% over 30 units return of the prebook.

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

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

1. McKesson Medical-Surgical Minnesota Supply Inc.
   By: [Signature]
   Title: President
   Date: 2/18/2016

2. State of Minnesota, MMCAP Program
   In accordance with Minn. Stat. § 16C.03 subd. 3
   By: [Signature]
   Title: [Title]
   Date: 2/18/2016

3. Commissioner of Administration
   In accordance with Minn. Stat. §16C.05, subd 2
   By: [Signature]
   Date: Feb 19, 2016
AMENDMENT ELEVEN TO MMCAP CONTRACT MMS14005

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

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

Contract Amendment

Effective May 26, 2016

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

Table 1

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

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

1. McKesson Medical-Surgical Minnesota Supply Inc.
   
   By: [Signature]
   
   Title: [Title]
   
   Date: 6/14/16

2. State of Minnesota, MMCAP Program
   
   In accordance with Minn. Stat. § 16C.03, subd. 3
   
   By: [Signature]
   
   Title: [Title]
   
   Date: 6/22/16

3. Commissioner of Administration
   
   In accordance with Minn. Stat. § 16C.05, subd. 2
   
   By: [Signature]
   
   Date: 6/22/2016
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000014944
McKesson Medical Surgical Minnesota Supply Inc.
8121 10th Ave. North
Golden Valley, MN. 55427
Telephone No.: 1-800-328-8111 Option 1

Price Agreement Number: 50-000-14-00009
Price Agreement Amendment No.: One
Term: December 8, 2014 – December 31, 2016

Procurement Specialist: Mike Riggs
Telephone No.: (505) 827-0564

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Title: Influenza Vaccine; MMCAP MMS14005

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective:

Attached amendment 7 & 8 for revision of extension and to add products for the 2015-2016 list.

This Price Agreement may be extended if the Minnesota Multi-State Contract Alliance for Pharmacy (MMCAP) is extended, upon approval of all parties. CONTRACT PRICES: ALL PRICES ARE LOCATED AT www.mmcap.org. CUSTOMERS WILL NEED AN ACCESS CODE TO VIEW THE PRICE LISTS. IF YOU DO NOT HAVE A ACCESS CODE, CUSTOMERS WILL MUST CONTACT MIKE RIGGS (505-827-0564) AT THE STATE PURCHASING DIVISION TO REGISTER TO UTILIZE THIS COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

Date: 07/09/15

New Mexico State Purchasing Agent
AMENDMENT 7 TO MMCAP CONTRACT MMS14005

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

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

Contract Amendment

Effective January 12, 2015

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

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

<table>
<thead>
<tr>
<th>Mfr. Name</th>
<th>Product Name</th>
<th>Container Type</th>
<th>Pack Size</th>
<th>Price Per Container (Prices do not include FET)</th>
<th>FL, OK, SC Cost (Prices do not include FET)</th>
<th>Georgia Cost (Prices do not include FET)</th>
<th>Max. Quantity to MMCAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSK</td>
<td>Fluvavel Quadrivalent</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$158.05</td>
<td>$159.63</td>
<td>$161.21</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>GSK</td>
<td>Flurix Quadrivalent</td>
<td>0.5ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$169.05</td>
<td>$170.74</td>
<td>$172.43</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>bioCSL</td>
<td>Afluria TIV</td>
<td>0.5ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$100.00</td>
<td>$101.00</td>
<td>$102.00</td>
<td>400,000 doses</td>
</tr>
<tr>
<td>bioCSL</td>
<td>Afluria TIV</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$90.00</td>
<td>$90.90</td>
<td>$91.80</td>
<td>500,000 doses</td>
</tr>
<tr>
<td>MedImmune</td>
<td>Flumist</td>
<td>Nasal spray</td>
<td>Pack of 10</td>
<td>$181.30</td>
<td>$182.11</td>
<td>$184.93</td>
<td>250,000 doses</td>
</tr>
<tr>
<td>Novartis Vaccines</td>
<td>Placevax</td>
<td>0.5 ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$82.49</td>
<td>$83.32</td>
<td>$84.14</td>
<td>400,000 doses</td>
</tr>
<tr>
<td>Novartis Vaccines</td>
<td>Fluvirin TIV</td>
<td>0.5 ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$82.49</td>
<td>$83.32</td>
<td>$84.14</td>
<td>600,000 doses</td>
</tr>
<tr>
<td>Novartis Vaccines</td>
<td>Fluvirin TIV</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$73.65</td>
<td>$74.39</td>
<td>$75.12</td>
<td>500,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone TIV</td>
<td>5 ml MD vial; 6 months of age and older</td>
<td>10 dose</td>
<td>$89.33</td>
<td>$90.22</td>
<td>$91.12</td>
<td>600,000 doses</td>
</tr>
<tr>
<td>Mfr. Name</td>
<td>Product Name</td>
<td>Container Type</td>
<td>Pack Size</td>
<td>Price Per Container (Prices do not include PBT)</td>
<td>FLa, OK, SC Cost (Prices do not include PBT)</td>
<td>Georgia Cost (Prices do not include PBT)</td>
<td>Max. Quantity to MMCAP</td>
</tr>
<tr>
<td>-----------------</td>
<td>----------------------</td>
<td>--------------------------------</td>
<td>-----------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------------</td>
<td>------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent</td>
<td>5ml MD vial; 6 months of age and older</td>
<td>10 dose</td>
<td>$151.87</td>
<td>$153.39</td>
<td>$154.91</td>
<td>200,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml prefilled syringe; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$160.88</td>
<td>$162.49</td>
<td>$164.10</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml single dose vials; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$168.92</td>
<td>$170.61</td>
<td>$172.30</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative Pediatric Dose</td>
<td>0.25ml prefilled syringe; 6 months to 35 months of age</td>
<td>Pack of 10</td>
<td>$200.85</td>
<td>$202.86</td>
<td>$204.87</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone High-dose, No Preservative</td>
<td>0.5ml prefilled syringe; 65 years and older</td>
<td>Pack of 10</td>
<td>$311.73</td>
<td>$314.85</td>
<td>$317.97</td>
<td>250,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent Intradermal, No Preservative</td>
<td>Prefilled microinject; 18 years thru 64 years</td>
<td>Pack of 10</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>150,000 doses</td>
</tr>
</tbody>
</table>

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

*GSK*= Non-returnable.
*Novartis* = Non-returnable.
*bioCSL*= Non-returnable.
*Sanofi Pasteur*= Non-returnable.
*Medimmune*= Non-returnable.

Vendor will supply a copy of its returned goods/credit policy to MMCAP and/or Participating Facilities upon request.
AMENDMENT 7 TO MMCAP CONTRACT MMS14005

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

1. McKesson Medical-Surgical Minnesota Supply Inc.
   By: [Signature]
   Title: VP & COO
   Date: 12/31/2015

2. State of Minnesota, MMCAP Program
   In accordance with Minn. Stat. § 16C.03, subd. 3
   By: [Signature]
   Title: Pharmacy Analyst
   Date: 1-31-15

3. Commissioner of Administration
   In accordance with Minn. Stat. § 16C.05, subd. 2
   By: [Signature]
   Date: Jan 14, 2015
AMENDMENT EIGHT TO MMCAP CONTRACT MMS14005

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

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

Contract Amendment

Effective March 2, 2015

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

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

<table>
<thead>
<tr>
<th>Mfr. Name</th>
<th>Product Name</th>
<th>Container Type</th>
<th>Pack Size</th>
<th>Price Per Container (Prices do not include FET)</th>
<th>FL, OK, SC Cost (Prices do not include FET)</th>
<th>Georgia Cost (Prices do not include FET)</th>
<th>Max. Quantity to MMCAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSK</td>
<td>Flulaval Quadrivalent*</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$147.58</td>
<td>$149.06</td>
<td>$150.53</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>GSK</td>
<td>Fluarix Quadrivalent*</td>
<td>0.5ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$158.10</td>
<td>$159.68</td>
<td>$161.26</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>bioCSL</td>
<td>Afluria TIV</td>
<td>0.5ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$100.00</td>
<td>$101.00</td>
<td>$102.00</td>
<td>400,000 doses</td>
</tr>
<tr>
<td>bioCSL</td>
<td>Afluria TIV*</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$85.00</td>
<td>$85.85</td>
<td>$86.70</td>
<td>500,000 doses</td>
</tr>
<tr>
<td>MedImmune</td>
<td>Flumist</td>
<td>Nasal sprayer</td>
<td>Pack of 10</td>
<td>$181.30</td>
<td>$183.11</td>
<td>$184.93</td>
<td>250,000 doses</td>
</tr>
<tr>
<td>Novartis Vaccines</td>
<td>Fluexcelv*</td>
<td>0.5 ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$80.49</td>
<td>$81.29</td>
<td>$82.10</td>
<td>400,000 doses</td>
</tr>
<tr>
<td>Novartis Vaccines</td>
<td>Fluvirin TIV*</td>
<td>0.5 ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$80.49</td>
<td>$81.29</td>
<td>$82.10</td>
<td>600,000 doses</td>
</tr>
<tr>
<td>Novartis Vaccines</td>
<td>Fluvirin TIV*</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$70.45</td>
<td>$71.15</td>
<td>$71.86</td>
<td>500,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone TIV*</td>
<td>5ml MD vial, 6 months of age and older</td>
<td>10 dose</td>
<td>$83.90</td>
<td>$84.74</td>
<td>$85.58</td>
<td>600,000 doses</td>
</tr>
<tr>
<td>Mfr. Name</td>
<td>Product Name</td>
<td>Container Type</td>
<td>Pack Size</td>
<td>Price Per Container (Prices do not include FET)</td>
<td>FLx OK, SC Cost (Prices do not include FET)</td>
<td>Georgia Cost (Prices do not include FET)</td>
<td>Max. Quantity to MMCAP</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------------</td>
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<td>-----------------------------------------------</td>
<td>---------------------------------------------</td>
<td>------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent*</td>
<td>5ml MD vial; 6 months of age and older</td>
<td>10 dose</td>
<td>$142.83</td>
<td>$144.26</td>
<td>$145.69</td>
<td>200,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative*</td>
<td>0.5ml prefilled syringe; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$155.31</td>
<td>$156.86</td>
<td>$158.42</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative*</td>
<td>0.5ml single dose vials; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$160.87</td>
<td>$162.48</td>
<td>$164.09</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative Pediatric Dose*</td>
<td>0.25ml prefilled syringe; 6 months to 35 months of age</td>
<td>Pack of 10</td>
<td>$191.09</td>
<td>$193.00</td>
<td>$194.91</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone High-dose, No Preservative*</td>
<td>0.5ml prefilled syringe; 65 years and older</td>
<td>Pack of 10</td>
<td>$287.36</td>
<td>$290.23</td>
<td>$293.11</td>
<td>250,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent Intradermal, No Preservative</td>
<td>Profilled microinject; 18 years thru 64 years</td>
<td>Pack of 10</td>
<td>$174.92</td>
<td>$176.67</td>
<td>$178.42</td>
<td>150,000 doses</td>
</tr>
</tbody>
</table>

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

1. McKesson Medical-Surgical Minnesota Supply Inc.
   By: [Signature]
   Title: President, Extended Care
   Date: 3/4/15

2. State of Minnesota, MMCAP Program
   In accordance with Minn Stat. §16C.02, subd. 3
   By: [Signature]
   Title: [Title]
   Date: 3/9/2015

3. Commissioner of Administration
   In accordance with Minn. Stat. §162.05, subd. 2
   By: [Signature]
   Date: [DD/MM/YYYY]
AMENDMENT NINE TO MMCAP CONTRACT MMS14005

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

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

Contract Amendment

Effective April 8, 2015
Revision 1: Table 1 of Article 2.1 is amended to reduce the pricing of the following Products for the 2015-2016 season.

Table 1

<table>
<thead>
<tr>
<th>Mfr. Name</th>
<th>Product Name</th>
<th>Container Type</th>
<th>Pack Size</th>
<th>Price Per Container (Prices do not include FEI)</th>
<th>FL, OK, SC Cost (Prices do not include FEI)</th>
<th>Georgia Cost (Prices do not include FEI)</th>
<th>Max. Quantity to MMCAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml prefilled syringe; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$151.31</td>
<td>$152.82</td>
<td>$154.34</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml single dose vials; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$158.87</td>
<td>$160.16</td>
<td>$162.05</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Novartis Vaccines</td>
<td>Fluvarin TIV</td>
<td>0.5 ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$79.69</td>
<td>$81.49</td>
<td>$81.28</td>
<td>600,000 doses</td>
</tr>
</tbody>
</table>

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

1. McKesson Medical-Surgical Minnesota Supply Inc.

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

2. State of Minnesota, MMCAP Program

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

3. Commissioner of Administration

   In accordance with Minn. Stat. § 16C.03, subd. 2
   By: [Signature]
   Date: April 27, 2015
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000014944
McKesson Medical-Surgical Minnesota
8121 10th Ave. North
Golden Valley, MN 55427

Telephone No. 1-800-328-8111; Option 1

Price Agreement Number: 50-000-14-00009
Payment Terms: Net 30
F.O.B.: Destination
Delivery: As requested

Procurement Specialist: Mike Riggs
Telephone No.: 505-827-0564

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Title: Influenza Vaccine; MMCAP- MMS14005
Term: September 8, 2014 – December 31, 2015

This Price Agreement may be extended if the Minnesota Multi-State Contract Alliance for Pharmacy (MMCAP) is extended, upon approval of all parties. CONTRACT PRICES: ALL PRICES ARE LOCATED AT www.mmcap.org. CUSTOMERS WILL NEED AN ACCESS CODE TO VIEW THE PRICE LISTS. IF YOU DO NOT HAVE A ACCESS CODE, CUSTOMERS WILL HAVE TO CONTACT MIKE RIGGS (505-827-0564) AT THE STATE PURCHASING DIVISION TO REGISTER TO UTILIZE THIS COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 09/05/2014

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
McKesson Medical Surgical, MN Supply, Inc.

Contract Number
MMCAP MMS14005
In MN SWIFT #XXXXX

Term of Contract
February 18, 2014 through December 31, 2015. The Contract may be extended for up to three (3) additional one (1) year extensions.
Full line Influenza Vaccine Distributor Contract.

Product Ordering
Phone: 1.800.328.8111, Option 1
Fax: 1.866.889.4203
Email: fluvaccine@mckesson.com
Website: https://mms.mckesson.com

Customer Service
Phone: 1.800.328.8111
Hours of Operation: Monday-Friday 8:00a.m. – 5:00p.m. CST; closed major holidays.

Vendor Contract Administrator
Name: Therese Mugge
Title: Director of Government Sales
Company Name: McKesson Medical Surgical, MN Supply Inc.
Address: 8121 10th Avenue North
Cty, ST ZIP: Golden Valley, MN
Phone: 763.595.6133
Email: Therese.Mugge@mckesson.com

Federal ID Number
41-1261653

Shipping and Delivery
• Shipping included in the cost of the product
• Damaged products should be reported to vendor immediately upon receipt-contact customer service for instructions
• FOB Destination
• Orders may be cancelled or modified at any time up until shipment
• Influenza vaccine should be prebooked January – April each year for delivery in August-October.

Payment Terms
• Net 30 days from date of invoice
• Cash, check, credit card and EFT are accepted
• Credit applications may be required as per the discretion of the Vendor’s Credit Department

Product Pricing
All Products listed in the Products section of the contract are fixed pricing. Pricing is found at www.mmcap.org in the Programs section under Influenza Pricing and Pre-booking Information link.

Member Shareback
None at this time

Contract Cancellation
MMCAP or the Vendor may cancel the Contract at any time with or without cause upon 60 days written notice to the other party.
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY

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

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(f). 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.

1. Term of Contract
1.1 Effective date: February 12, 2014 or the date the MMCAP obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later.
1.2 Expiration date: December 31, 2015, with the option to extend for three additional one-year terms as mutually agreed upon and achieved through a fully executed amendment(s); or as cancelled pursuant to clause 21.

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

2.1 Products and Pricing.

<table>
<thead>
<tr>
<th>Mfr. Name</th>
<th>Product Name</th>
<th>Container Type</th>
<th>Pack Size</th>
<th>Price Per Container (Prices do not include FET)</th>
<th>WA Cost (Prices do not include FET)</th>
<th>FL, CA, OK, SC Cost (Prices do not include FET)</th>
<th>Georgina Cost (Prices do not include FET)</th>
<th>Max. Quantity to MMCAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSK</td>
<td>FluLaval TIV</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$70.00 through 3/31/2014; $72.10 after 3/31/2014</td>
<td>$70.52 through 3/31/2014; $72.64 after 3/31/2014</td>
<td>$70.70 through 3/31/2014; $72.82 after 3/31/2014</td>
<td>$71.40 through 3/31/2014; $73.54 after 3/31/2014</td>
<td>500,000 doses</td>
</tr>
<tr>
<td>GSK</td>
<td>FluLaval Quadrivalent</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$130.00 through 3/31/2014; $139.00</td>
<td>$130.96 through 3/31/2014; $140.03</td>
<td>$131.30 through 3/31/2014; $140.39</td>
<td>$132.60 through 3/31/2014; $141.78</td>
<td>150,000 doses</td>
</tr>
<tr>
<td>Mfr. Name</td>
<td>Product Name</td>
<td>Container Type</td>
<td>Pack Size</td>
<td>Price Per Container (Prices do not include FET)</td>
<td>WA Cost (Prices do not include FET)</td>
<td>FL, CA, OK, SC Cost (Prices do not include FET)</td>
<td>Georgia Cost (Prices do not include FET)</td>
<td>Max. Quantity to MMCAP</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>-----------------------------------------------</td>
<td>-------------------------------------</td>
<td>-----------------------------------------------</td>
<td>------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>bioCSL</td>
<td>Afluria TIV</td>
<td>0.5ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$89.00</td>
<td>$89.66</td>
<td>$89.89</td>
<td>$90.78</td>
<td>400,000 doses</td>
</tr>
<tr>
<td>bioCSL</td>
<td>Afluria TIV</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$72.50</td>
<td>$73.04</td>
<td>$73.23</td>
<td>$73.95</td>
<td>500,000 doses</td>
</tr>
<tr>
<td>MedImmune</td>
<td>Flumist</td>
<td>Nasal sprayer</td>
<td>Pack of 10</td>
<td>$173.40</td>
<td>$174.68</td>
<td>$175.13</td>
<td>$176.87</td>
<td>250,000 doses</td>
</tr>
<tr>
<td>Novartis Vaccines</td>
<td>Fluvirin TIV</td>
<td>0.5 ml prefilled syringes</td>
<td>Pack of 10</td>
<td>$74.50</td>
<td>$75.05</td>
<td>$75.25</td>
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<td>Novartis Vaccines</td>
<td>Fluvirin TIV</td>
<td>5 ml MD vial</td>
<td>10 dose</td>
<td>$68.50</td>
<td>$69.01</td>
<td>$69.19</td>
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</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone TIV</td>
<td>5ml MD vial; 6 months of age and older</td>
<td>10 dose</td>
<td>$89.33</td>
<td>$89.99</td>
<td>$90.22</td>
<td>$91.12</td>
<td>600,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent</td>
<td>5ml MD vial; 6 months of age and older</td>
<td>10 dose</td>
<td>$164.92</td>
<td>$166.14</td>
<td>$166.57</td>
<td>$168.22</td>
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</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone TIV No Preservative</td>
<td>0.5ml prefilled syringe; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$100.94</td>
<td>$101.69</td>
<td>$101.95</td>
<td>$102.96</td>
<td>400,000 doses</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent No Preservative</td>
<td>0.5ml prefilled syringe; 36 months of age and older</td>
<td>Pack of 10</td>
<td>$159.88</td>
<td>$161.06</td>
<td>$161.48</td>
<td>$163.08</td>
<td>150,000 doses</td>
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### MMCAP Contract No.: MMS14005

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

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

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

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

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

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

Orders may be placed by email at fluvaccine@mckesson.com.

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

Fax: 866-889-4203

Website: https://mms.mckesson.com

3
Vendor will notify MMCAP immediately of any credit holds placed on pre-booking for any new or existing members. Vendor will fulfill MMCAP pre-book orders in the order of which they were received, resulting in first-in-first-out shipping.

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

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

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

2.3.2 Invoicing. Vendor agrees that MMCAP Participating Facilities will be invoiced at the MMCAP contract price for MMCAP-contracted products throughout the term of this Contract. Vendor will submit an invoice with each order. Invoices must be only for the amount of product delivered. At a minimum, the Vendor’s invoice at minimum will contain the following fields:
   Facility Name
   Vendor-assigned account number for the MMCAP Participating Facility
   Invoice number
   MMCAP Participating Facility's purchase order number
   Invoice date
   NDC (11 digit)
   Product Name/Description
   Packaging as associated with NDC number
   Unit price
   Quantity ordered
   Quantity shipped
   Extension (unit price multiplied by the quantity shipped)
   Total invoice price
   Bill to address
   Ship to address

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

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

2.4 Guaranteed Delivery Dates. Shipment of products will begin in July and will continue to ship through October 10 of each season. Shipment of orders to MMCAP Participating Facilities will be shipped concurrent with all other Vendor orders and will not be shipped later than retail, hospital, or other group purchasing organization influenza vaccine shipments. Neither Vendor nor any of its affiliates can guarantee any specific delivery date nor be held liable for manufacturer delays or product shortages. Vendor ships products based on availability from the manufacturer. Product availability is
determined by the product manufacturer and is beyond Vendor's control. If Vendor cannot meet the October 10, 2014 delivery date, MMCAP Participating Facilities may reduce or cancel its order without penalty by notifying Vendor.

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

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

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

2.6.2 Purchase Orders and Payment

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

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

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

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

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

(i) The MMCAP Participating Facility fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Participating Facility is prohibited from paying for such goods from the planned funding source; or
(iii) Vendor commits any material breach of this Contract or a Purchase Order and has not cured such material breach within thirty (30) days of being notified of such breach by the MMCAP Participating Facility.
   a) Upon receipt of written notice of termination, Vendor shall stop performance under the Purchase Order as directed by the MMCAP Participating Facility.
   b) Termination of a Purchase Order does not extinguish or prejudice the MMCAP Participating Facility's right to enforce the Purchase Order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance that has not been cured within thirty (30) days' notice of any material breach. If a Purchase Order is terminated, the MMCAP Participating Facility must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Participating Facility.

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

2.7 Reports.

2.7.1 Pre-booking Reports. Vendor must supply MMCAP with automatic monthly updates during pre-booking and delivery. The monthly reports must include the following data and be sorted by state, city and customer name (in that order):
   
   Customer Name
   Customer Number
   Order Number
   Bill to Address
   Bill to City
   Bill to State
   NDC
   Product Name
   Pack Size
   Contract Price
   Quantity Ordered (in packs)
   Quantity Shipped
   Extended Price (Quantity * Price)
   Ship Date
   Tracking Number

2.7.2 Final Sales Report. Vendor(s) must supply to the MMCAP Office accurate monthly sales data by the last calendar day of the subsequent month. This data MUST include the following for every transaction between the Vendor and the MMCAP Participating Facility:
<table>
<thead>
<tr>
<th>Required Data Field Full Name</th>
<th>MMCAP-assigned facility ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>MMCAP Facility Name</td>
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<tr>
<td>Vendor Distribution Center Code (May be left blank)</td>
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<tr>
<td>Vendor-assigned Account number for the MMCAP Facility</td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
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</tr>
<tr>
<td>Invoice Line Number</td>
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</tr>
<tr>
<td>Purchase Order Number</td>
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</tr>
<tr>
<td>Invoice date (mmddccyy)</td>
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</tr>
<tr>
<td>Buyer name or equivalent of buyer ID for person submitting the invoices (May be left blank)</td>
<td></td>
</tr>
<tr>
<td>Vendor's (distributor) SKU item number</td>
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</tr>
<tr>
<td>NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc. (for pharmaceuticals)</td>
<td></td>
</tr>
<tr>
<td>Label Name</td>
<td></td>
</tr>
<tr>
<td>Unit Dose (selling unit of measure)</td>
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<td>Pack Size</td>
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<td>Dose</td>
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<tr>
<td>Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999.9999)</td>
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<tr>
<td>Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)</td>
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<tr>
<td>Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.9999)</td>
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<td>Type of transaction (1=MMCAP contract purchase, 2=other contract purchase (340B, PHS), 3=not on contract purchase) 1=contract item, 2=other contract, 3=not on contract</td>
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</tr>
<tr>
<td>Bill to Address 1</td>
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</tr>
<tr>
<td>Bill to City</td>
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</tr>
<tr>
<td>Bill to State (2 alpha postal code)</td>
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</tr>
<tr>
<td>Bill to Zip (standard 5-4 format, no dash necessary)</td>
<td></td>
</tr>
<tr>
<td>Ship to Address 1</td>
<td></td>
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</tr>
<tr>
<td>Ship to State (2 alpha postal code)</td>
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<tr>
<td>Ship to Zip (standard 5-4 format, no dash necessary)</td>
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<td>Admin fee for not-on-contract items (9999.9999) (May be left blank)</td>
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<td>poNumber</td>
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<tr>
<td>Invoice Date (mmddccyy)</td>
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</tr>
<tr>
<td>Buyer name or equivalent of buyer ID for person submitting the invoices</td>
<td>BuyerName</td>
</tr>
<tr>
<td>Vendor’s (distributor) SKU item number</td>
<td>SKU</td>
</tr>
<tr>
<td>NDC of purchased product in 6-4-2 format as stored in First DataBank, Inc.</td>
<td>NDC</td>
</tr>
<tr>
<td>Label Name</td>
<td>LabelName</td>
</tr>
<tr>
<td>Unit Dose</td>
<td>UD</td>
</tr>
<tr>
<td>Pack Size</td>
<td>packSize</td>
</tr>
<tr>
<td>Unit</td>
<td>Unit</td>
</tr>
<tr>
<td>Case Size</td>
<td>caseSize</td>
</tr>
<tr>
<td>Date</td>
<td>D</td>
</tr>
<tr>
<td>Strength</td>
<td>STR</td>
</tr>
<tr>
<td>Route</td>
<td>RT</td>
</tr>
<tr>
<td>Unit Price (999999,999999)</td>
<td>UnitPrice</td>
</tr>
<tr>
<td>Quantity ordered (not vendor repackaged or re-bundled quantity) (999999,999999)</td>
<td>QuantityOrdered</td>
</tr>
<tr>
<td>Quantity shipped (not vendor repackaged or re-bundled quantity) (999999,999999)</td>
<td>QuantityShipped</td>
</tr>
<tr>
<td>Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (999999,999999)</td>
<td>ExtendedPrice</td>
</tr>
<tr>
<td>Type of transaction (MMCAP contract purchase, other contract purchase (3408, PHS), not on contract purchase) 1-contract item, 2-other contract, 3-not on contract</td>
<td>ContractType</td>
</tr>
<tr>
<td>Bill to Address 1</td>
<td>billToAddress1</td>
</tr>
<tr>
<td>Bill to City</td>
<td>billToCity</td>
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<tr>
<td>Bill to State (2 alpha postal code)</td>
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<td>Ship to Address 1</td>
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<td>Ship to City</td>
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<td>Ship to Zip (standard 5-4 format, no dash necessary)</td>
<td>ShipToZip</td>
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<tr>
<td>Service Fee (9999,9999)</td>
<td>ServiceFee</td>
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<tr>
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<tr>
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<tr>
<td>Credit Indicator (C for credit)</td>
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<tr>
<td>MMCAP Assigned Wholesaler Code</td>
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<tr>
<td>Manufacturer Name (MFG Name)</td>
<td>MFGName</td>
</tr>
<tr>
<td>Class of Trade (May be left blank)</td>
<td>ClassOfTrade</td>
</tr>
</tbody>
</table>
2.7.3 *Administrative Fee.* In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all contract purchases (minus any credits). The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to three percent (3%) of MMCAP Participating Facilities' purchases for all Products. Payments are due by the last calendar day of the month following each calendar quarter. (January, February, March is due April by the last calendar day of the month, April, May, June, is due July by the last calendar day of the month, July, August, September is due October by the last calendar day of the month and, October, November, December is due January by the last calendar day of the month.) If this amount does not cover all purchases, additional payments must be made monthly until all amounts due are fully paid. The check will be remitted to the following address:

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

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

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

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

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

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

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

- **GSK=** Non-returnable
- **Novartis=** Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.
- **bioCSL=** Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.
- **Sanofi Pasteur=** Up to 20% of doses are eligible for return when 30 doses or more were purchased. MMCAP Participating Facilities must notify Vendor by 2/1/2015 and product must be returned by 3/1/2015.
- **Medimmune=** Non-returnable.
Vendor will supply a copy of its returned goods/credit policy to MMCAP and/or Participating Facilities upon request.

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

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

2.13 Customer Service.

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

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

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

2.13.2 Vendor Customer Service Representatives/Group

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

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

2.14 Dispute Resolution

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

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

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

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

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

3. Authorized Representatives. MMCAP's Authorized Representative is the MMCAP Contracting & Business Operations Manager, Department of Administration, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155. The Vendor’s Authorized Representative is Therese Mugge.
4 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

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

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

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


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

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

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

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

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

10. Antitrust. Deleted in its entirety.

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

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

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

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

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

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

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

14. Certification. Vendor certifies that (i) it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act that are applicable to a distributor, (ii) it has not adulterated or misbranded any products to be delivered pursuant to this agreement, within the meaning of the Food, Drug, and Cosmetic Act or any regulation of the Food and Drug Administration or the Minnesota State Board of Pharmacy, (iii) it will maintain all products according to all product storage requirements and specifications, including, without limitation, the product labeling and other instructions from the
applicable manufacturer, (iv) it will only purchase products directly from the original manufacturer and not from any alternate source other than a manufacturer-designated Authorized Distributor of Records (ADR), and (iv) it will maintain appropriate state & federal licensure. MMCAP acknowledges that Vendor is not the manufacturer of any influenza vaccines. Vendor shall assign to purchasers, to the extent permitted by the manufacturer, any manufacturers' warranties and indemnities applicable to influenza vaccines, and that Vendor disclaims all warranties express and implied, including warranties those of merchantability, non-infringement and fitness for a particular purpose, of the influenza vaccines.

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

16. Insurance Requirements
16.1 Vendor must maintain the following insurance (or a comparable program of self-insurance or captive insurance) in force and effect throughout the term of the Contract.
16.2 Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies (or of their program of self-insurance or captive insurance):

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

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

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

Commercial Automobile Liability Insurance (If Applicable):
Auto Liability insurance is not necessary unless the Vendor, Vendor's employees, or subcontractors will be driving on state property or on the property of Participating Facilities or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of MMCAP.
Vendor will maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Vendor will require the subcontractor to maintain Commercial Automobile Liability insurance.

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

In addition, the following coverages should be included:
16.3 Additional Insurance Conditions:

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

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

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

Every contract for or on behalf of the state of Minnesota, or any county, city, 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 authorized person to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

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

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

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

18.3 Minnesota Rules 5000.3400-5000.3600.

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

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

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

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

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

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

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

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

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

19. Foreign Outsourcing
Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form (Attachment A) submitted with its proposal are true, accurate and incorporated into this contract by reference.
20. **E-Verify Certification**
As required by Minnesota Statutes Section 16C.075, for services valued in excess of $50,000, Vendor certifies that by 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.mnd.admin.state.mn.us/docs/EVerifySubCertForm.doc](http://www.mnd.admin.state.mn.us/docs/EVerifySubCertForm.doc). All subcontractor certifications must be kept on file with Vendor and made available to the State of Minnesota or MMCAP upon request.

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

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

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

   By: [Signature]

   Title: Resident

   Date: 2/17/14

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2. **STATE OF MINNESOTA FOR MMCAP**

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

   By: [Signature]

   Title: Pharmacy Analyst

   Date: 2/18/14

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3. **COMMISSIONER OF ADMINISTRATION**

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

   By: [Signature]

   Title: [Name]

   Date: [Date]

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ATTACHMENT A TO
MMCAP Standard Contract Terms and Conditions

2.11.1 STATE OF NEW YORK (RESERVED)

2.11.2 STATE OF FLORIDA
The following applies only purchases made by entities designed by the State of Florida.

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

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

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

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

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

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

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

2.11.3 STATE OF CALIFORNIA (RESERVED)
2.11.4 STATES OF GEORGIA, OKLAHOMA, SOUTH CAROLINA AND WASHINGTON

The following applies only purchases made by entities designated 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.

<table>
<thead>
<tr>
<th>State</th>
<th>Administrative Fee Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Georgia</td>
<td>2%</td>
</tr>
<tr>
<td>Oklahoma</td>
<td>1%</td>
</tr>
<tr>
<td>South Carolina</td>
<td>1%</td>
</tr>
<tr>
<td>Washington</td>
<td>0.74%</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

(COMMON CARRIER)  
Oklahoma Department of Central Services,  
Central Purchasing Division  
2401 N. Lincoln, Ste 116  
Oklahoma City, OK 73105
South Carolina payments and reports must be sent to:

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

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

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

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

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

Washington payments and reports must be sent to:

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

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

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

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

2.11.5 ALL OTHER STATES
In the event any other MMCAP members require additional contract terms or conditions or collects a service or transaction fee or other type of administrative fee from the Vendor, those terms and conditions or fees must be amended into the MMCAP contract. For example, if a Member state requires a one percent (1%) service fee to be paid by the MMCAP-contracted Vendor, the MMCAP Member must present the information to MMCAP and an amendment to the contract will be issued that will change the cost of the products to that state to include the fee.
**AMENDMENT ONE TO MMCAP CONTRACT MMS14005**

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

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

**Contract Amendment**

**Effective February 26, 2014**

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

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

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

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

   By: ______________________________

   Title: President, McKesson Med surg

   Date: March 4, 2014

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

   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: ______________________________