Pharmaceutical Prime Wholesaler Services Contract

MMCAP Infuse

This Contract is between the State of Minnesota, acting through its Commissioner and the state agency MMCAP Infuse ("State" or "MMCAP Infuse") and ***Cardinal Health 110, LLC and Cardinal Health 112, LLC*** whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 (collectively, "WHOLESALER").

Recitals

1. Pursuant to Minnesota Statutes Section 16C.03, the Commissioner of Administration may enter into this Contract on behalf of MMCAP Infuse for the benefit of its members.
2. MMCAP Infuse is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP Infuse consists of government-run facilities and contracts for pharmaceuticals and health care products and services for members' use.
3. The Wholesaler wishes to contract with MMCAP Infuse to provide pharmaceutical wholesaler distribution services to distribute contract and non-contract pharmaceuticals, OTCs, nutritionals, vaccines (other than influenza vaccines), diabetic supplies, and other products to MMCAP Infuse Members.
4. The WHOLESALER represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of MMCAP Infuse.

Contract

1. Term of Contract and Exhibits

1.1 ***Effective date:*** November 1, 2019, or the date MMCAP Infuse obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **The WHOLESALER must not begin work under this Contract until this Contract is fully executed and the WHOLESALER has been notified by MMCAP Infuse's Authorized Representative to begin the work.**

1.2 ***Expiration date:*** October 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Contract may be extended for up to an additional three (3) years, at increments determined by MMCAP Infuse, on written acceptance by both parties, for a total term not to exceed five (5) years.

1.3 ***Survival of terms.*** The following clauses survive the expiration or cancellation of this Contract: 2. Definitions; 5. Fees and Payment; 6. Conditions of Payment; 9. Notices; 10.4. Member-required Participation Agreement (state terms); 13. Indemnification; 14. Audits; 15. Government Data Practices; 16. Intellectual Property and Data Rights; 20. Publicity and Endorsement; 21. Governing Law, Jurisdiction, and Venue; 22. Antitrust; 23. Data Disclosure; and 35. Severability;

1.4 ***Exhibits.*** The following exhibits are attached and incorporated into this Contract, and are set forth in their order of precedence:

- 1.4.1 Attachment A, Scope of Work
- 1.4.2 Attachment B, Fees
- 1.4.3 Attachment C, Service Fee Discount Matrix (Cost of Goods Discounts/Payment terms)
- 1.4.4 Attachment D, Wholesaler Saleable Returns Policy

2. Definitions

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

3. Time

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

4. Wholesaler's duties

The WHOLESALER, who is not a State employee, will perform the duties specified in Attachment A which are attached and incorporated into this Contract.

5. Fees and Payment

5.1 ***Fees.*** Subject to Attachment C, as attached and incorporated herein, all changes to the MMCAP Infuse Service Fee Discount Matrix will be communicated to MMCAP Infuse in writing with a minimum of seven (7) business days' notice prior to the effective date of the changes. WHOLESALER service fees may only change on a quarterly or less frequent basis.

5.2 ***Additional Fees.*** Subject to Attachment B, no fee, percentage, or other cost may be added to the products purchased under this Contract unless the fee, percentage, or cost is defined and approved in writing by MMCAP Infuse and a formal amendment is executed.

5.3 ***Federal funds.*** Payments under this Contract may be made from federal funds. The WHOLESALER is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the WHOLESALER's failure to comply with federal requirements.

5.4 Each individual MMCAP Infuse Member, as applicable and as allowable under law, will pay any fees, surcharges, taxes, or assessments directly related to the sale and/or distribution of pharmaceutical products ("**Pharmaceutical Fees**"). WHOLESALER may only apply Pharmaceutical Fees to MMCAP Infuse Members in the jurisdiction where the applicable Pharmaceutical Fee was enacted. To avoid all doubt among the parties, for an example, if the state of Blackacre enacts a Pharmaceutical Fee, WHOLESALER may only assess the Pharmaceutical Fee to MMCAP Infuse Members located in, or otherwise doing business in, the state of Blackacre. All Pharmaceutical Fees must be assessed by WHOLESALER as a separate line-item on the invoice to the purchasing MMCAP Infuse Member and will not be included in any Product or Service pricing; except in instances where certain other fees or taxes are automatically applied to the Product or Service cost

6. Conditions of payment

All services provided by the WHOLESALER under this Contract must be performed to the satisfaction of MMCAP Infuse and the MMCAP Infuse Member, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The WHOLESALER will not receive payment for work found by MMCAP Infuse (as directed by the MMCAP Infuse Member) to be unsatisfactory or performed in violation of federal, state, or local law.

7. Ordering and Purchase Orders

As a condition for purchasing under this Contract, purchasers must be MMCAP Infuse Members in good standing with MMCAP Infuse, as defined in Article 10.

7.1 ***Purchase Orders.*** MMCAP Infuse Members may use their own forms for Purchase Orders. To the extent that the terms of any form conflict with the terms of this Contract, the terms of this Contract supersede. Each MMCAP Infuse Member will be responsible for payment for services provided to that MMCAP Infuse Member by WHOLESALER; the MMCAP Infuse Office will have no liability for any unpaid invoice of any MMCAP Infuse Member or Facility. WHOLESALER agrees to invoice the MMCAP Infuse Member for services provided as specified in Attachment B, Fees and/or Attachment C, Service Fee Discount Matrix. WHOLESALER will accept Electronic Funds Transfer (EFT) as a payment modality. At time of new account set up, the MMCAP Infuse Member will initiate this process with its bank.

7.2 ***Funds available and authorized/non-appropriation.*** By submitting a Purchase Order the MMCAP Infuse Member represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Purchase Order.

7.3 **Termination of Individual Purchase Orders.** MMCAP Infuse Members may terminate individual Purchase Orders, in whole or in part, immediately upon notice to WHOLESALER, or at such later date as the MMCAP Infuse Member may establish in such notice, upon the occurrence of any of the following events:

(i)The MMCAP Infuse Member 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 Infuse Member is prohibited from paying for such goods from the planned funding source; or

(iii) If WHOLESALER or MMCAP Infuse Member commits any material breach of this Contract or a Purchase Order, MMCAP Infuse may terminate the individual Purchase Order Upon receipt of written notice of termination, the party(ies) will stop performance under the Purchase Order as directed by the MMCAP Infuse. WHOLESALER or MMCAP Infuse Member may effect an early termination of an individual MMCAP Infuse Member Purchase Order upon the occurrence of a material breach by the other party. The non-breaching party must give written notice to the breaching party of the nature and occurrence of such breach. If the breach is not cured by the expiration of thirty (30) calendar days from the date of such notice, or if the breaching party

has not made reasonable efforts to effect the cure if the breach cannot reasonably be cured within such thirty (30) calendar day period, then the non-breaching party may, in addition to any and all other rights or remedies it may have, provide written notice to the breaching party that the Purchase Order will be terminated immediately following the expiration of such thirty (30) calendar day period.

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

7.4 **Jurisdiction and Venue of Purchase Orders**. Upon completion of the Dispute Resolution process outlined in Article 36 this Contract, and solely with the prior written consent of MMCAP Infuse and the State of Minnesota Attorney General's Office, the MMCAP Infuse Member may bring a claim, action, suit or proceeding against WHOLESALER. The MMCAP Infuse Member's request to MMCAP Infuse to bring the claim, action, suit, or proceeding must state the initiating party's desired jurisdiction, venue and governing law.

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

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

8. Authorized Representative

MMCAP Infuse's Authorized Representative is Ms. Debra López-Burandt, MMCAP Infuse Wholesaler Coordinator, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-3053, debra.lopez-burandt@state.mn.us or her successor or designee, and has the responsibility to monitor the WHOLESALER's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, MMCAP Infuse's Authorized Representative will certify acceptance on each invoice submitted for payment.

The WHOLESALER's Authorized Representative is Wendy Sease, Director, State Government at the following business address and telephone number: 7000 Cardinal Place, Dublin, OH 43017, 651-247-0695 Wendy.Sease@cardinalhealth.com, or his/her successor. If the WHOLESALER's Authorized Representative changes at any time during this Contract, the WHOLESALER must immediately notify MMCAP Infuse.

9. Notices

If one party is required to provide legal notice or notice under the terms of the Contract to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by certified United States mail, or by email or facsimile transmission provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices should be addressed as follows:

MMCAP Infuse Wholesaler Coordinator
MMCAP Infuse
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651-201-3053

SVP, National Accounts
With a copy to: General Counsel
Cardinal Health 110, LLC
Cardinal Health 112, LLC
7000 Cardinal Place
Dublin, OH 43017

10. MMCAP Infuse Members

10.1 ***Membership Listing.*** MMCAP Infuse will provide WHOLESALER a complete listing of all MMCAP Infuse members, which is password protected and published at MMCAP Infuse's website. MMCAP Infuse reserves the right to add and remove MMCAP Infuse Members during the Term of this Contract.

10.2 **New Members**. The WHOLESALER must allow new MMCAP Infuse Members that join MMCAP Infuse to access to the Contract. As new MMCAP Infuse Members are added to MMCAP Infuse, MMCAP Infuse will provide WHOLESALER with monthly e-mail notices announcing that a new MMCAP Infuse Membership List has been posted online. If new states are added as MMCAP Infuse Members and opt to participate in this Contract, the new MMCAP Infuse Member state will select a wholesaler to service the MMCAP Infuse Members. In the event one or more of said facilities are currently using another MMCAP Infuse-contracted wholesaler, said facility will be allowed to choose if it will transition to WHOLESALER.

10.3 **Verification of Authorized Purchasers**. Upon request of MMCAP Infuse, WHOLESALER must verify that it provides services and pricing under this Contract only to MMCAP Infuse Members.

10.4 **Member-required Participation Agreement (MPA)**. In order to access this Contract some MMCAP Infuse

Members require jurisdiction-specific additional paperwork or contract language. WHOLESALER may be required to review an MMCAP Infuse "Member Participating Agreement" (MPA) to amend this Contract to provide for laws specific to a state or local jurisdiction. If these circumstances exist, the WHOLESALER must work with MMCAP Infuse and the MMCAP Infuse Member to prepare an MPA to set forth the additional or altered terms and conditions. An MPA must clearly apply only to the requesting location and will not affect the rights of the other MMCAP Infuse Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named MMCAP Infuse Member. When the specific terms are agreeable to the WHOLESALER and the MMCAP Infuse Member, the MPA will be presented to each party for execution WHOLESALER must not sign any member documents without prior MMCAP Infuse review and approval. The MPA, will only apply to the requesting Member and must be signed in the following order: WHOLESALER, MMCAP Infuse Member, and then MMCAP Infuse.

WHOLESALER is not required to agree to any additional terms; however, by not agreeing to the MPA, WHOLESALER may be precluded from doing business with that MMCAP Infuse Member. No verbal or written instructions from MMCAP Infuse Members, or any of their staff or officials, to change any provision of this Contract will be accepted by WHOLESALER without the prior written approval of MMCAP Infuse. WHOLESALER will immediately report any such requests to the MMCAP Infuse Authorized Representative who will issue approval or denial in writing.

In the event a MMCAP Infuse Member requires a fee be added to the Contract price (e.g., member levied procurement fee or system use fee), that fee must be added on top of the MMCAP Infuse-contracted pricing. WHOLESALER may not absorb the fee. WHOLESALER must not pay a member levied fee without first collecting the fee through increased service costs. The fees will be set aside and paid to the MMCAP Infuse Member as detailed in the specific MPA.

10.5 **Covenant of Laws.** WHOLESALER shall comply with all state and federal laws, as applicable to each Member State, in the performance of this Contract.

11. Contract Transition. Pursuant to the transition checklist, as set forth in Attachment A:

11.1 **Currently Contracting with MMCAP Infuse Members.** If the MMCAP Infuse Member is currently contracted with the WHOLESALER for the services or substantially similar services, as set forth in Attachment A and has selected WHOLESALER for this Contract, WHOLESALER shall transition each MMCAP Infuse Member from the existing contract (and existing contract terms) to this Contract (and its terms) on the effective date of this Contract.

11.2 **Currently Not Contracting with MMCAP Infuse Members**. If the MMCAP Infuse Member is not currently contracting with the WHOLESALER for the or substantially similar services, as set forth in Attachment A, and has selected WHOLESALER for this Contract, WHOLESALER shall transition each MMCAP Infuse Member to this Contract (and its terms), on the effective date of this Contract. If due to selection process delays that further impact the transition process set forth in Attachment A, WHOLESALER shall transition the MMCAP Infuse Member on the 1st day of the month following the completion of the transition process.

11.3 **Transitions.** Transition from an existing contract to this Contract must occur on the 1st day of a month, and no other day, unless there is written approval from MMCAP Infuse.

11.4 **Cooperation.** In completing this transition, WHOLESALER shall work with MMCAP Infuse Staff and MMCAP Infuse Members to determine the appropriate steps and schedule, subject to the above, for the transition. WHOLESALER acknowledges that the transition may be dependent upon the terms of the existing contracts and subject to the notice provisions contained therein.

12. Assignment, amendments, waiver, and contract complete

12.1 ***Assignment.*** The WHOLESALER may neither assign nor transfer any rights or obligations under this Contract without the prior consent of MMCAP Infuse, which consent shall not be unreasonably withheld, and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office. MMCAP Infuse may not assign or transfer any rights or obligations under this Contract to any entity outside the State of Minnesota executive branch, without the prior consent of WHOLESALER, which consent shall not be unreasonably withheld, and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

12.2 **Amendments**. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

12.3 **Extraneous Agreements.** The WHOLESALER shall not enter into any additional agreement, with any MMCAP Infuse Member, arising from this agreement for similar services, or amend this agreement in any way, without the written authorization of MMCAP Infuse's managing director.

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

12.5 **Counterparts and Electronic Signature.** The Contract cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse and WHOLESALER expressly agree to conduct transactions under the Contract by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this Contract by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Contract is an electronic record or transferable record.

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

13. Indemnification

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

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

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

EXCEPT FOR PRODUCTS MANUFACTURED BY (A) WHOLESALER; (B) AN AFFILIATE OR SUBSIDIARY OF WHOLESALER; OR (C) PARENT OF WHOLESALER; WHOLESALER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL WHOLESALER BE LIABLE TO THE STATE, MMCAP INFUSE, ANY MMCAP INFUSE MEMBER OR ANY MMCAP INFUSE PARTICIPATING FACILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL CLAIMS, LIABILITIES OR DAMAGES.

WHOLESALER will transfer to MMCAP Infuse and MMCAP Infuse Member (on a non-exclusive basis) any representations and warranties made by the manufacturers of the products to the extent that such representations and warranties are assignable by WHOLESALER, and will cooperate with all reasonable requests, at no cost to WHOLESALE, made by MMCAP Infuse and/or MMCAP Infuse Member to enforce such representations and warranties against such manufacturers. Notwithstanding anything to the contrary herein, WHOLESALER reserves its own rights under such representations and warranties made by such manufacturers and the remedies available to it for any breach of such representations and warranties by the manufacturers.

14. Audits

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

14.2 ***Invoice and Pricing Audit.*** MMCAP Infuse and MMCAP Infuse Members served by this Contract may periodically audit WHOLESALER to determine the validity of invoice pricing. Each individual MMCAP Infuse Member may audit no more than twice in any twelve (12) month period following sixty (60) day's advance written notice to WHOLESALER. Such audits may be conducted only during ordinary business hours. Subject to applicable government data practices law(s), any such review will be limited to twelve (12) months of historical information as of the date of such review begins and will be subject to a confidentiality agreement, prepared by WHOLESALER and signed by MMCAP Infuse and its employee(s) who will have access to the information prior to beginning the review.

14.3 ***Costs.*** WHOLESALER, MMCAP Infuse, and MMCAP Infuse Members shall each be responsible for its own costs associated with any audit, including costs related to the production of records and/or other documents requested by the other party.

15. Government data practices

15.1 ***Data Practices Act.*** The WHOLESALER and MMCAP Infuse must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the MMCAP Infuse under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the WHOLESALER under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the WHOLESALER or the MMCAP Infuse.

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

As may be required under Minnesota law, WHOLESALER agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract15.3 ***Release of MMCAP Infuse data.*** Except as may be required by Minnesota Data Practices Act, Minn. Stat. Ch. 13, or as provided in Section 13, WHOLESALER shall not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.

16. Intellectual Property and Data Rights.

16.1 ***MMCAP Infuse Ownership.*** MMCAP Infuse owns all rights, title, and interest in MMCAP Infuse customer data, sales transaction data, DEA/HIN information (subject to third-party rights), contract pricing, EDI transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP Infuse grants to WHOLESALER an unlimited, non-revocable, nontransferable, fully paid license, for the term of this Contract, to (i) release state specific data to an MMCAP Infuse Member's State primary contact; (ii) release any of the above data to product manufacturers, when necessary for the performance of this Contract or as required by WHOLESALER's agreements with such product manufacturers; (iii) to release any of the above data to other MMCAP Infuse-approved third parties, when necessary for the performance of this Contract; (iv) to provide MMCAP Infuse Member purchase data to aggregators, including IMS Health and NDC Health, subject to WHOLESALER's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party; and (v) to provide MMCAP Infuse Member purchase data to other group purchasing organizations of which the MMCAP Infuse Member is also a member, provided such data will not include MMCAP Infuse-identifiable data. Any MMCAP Infuse identifiable data provided hereunder to a third party must identify the data as MMCAP Infuse data and subject to Minn. Stat. Ch. 13. To the extent permitted by law, WHOLESALER hereby agrees that in the event that MMCAP Infuse or an MMCAP Infuse Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.

16.2 ***WHOLESALER Ownership.*** WHOLESALER owns all rights, title, and interest to any aggregated data not identifiable as arising from this Contract and any other intellectual property created for or presented to MMCAP Infuse. WHOLESALER grants to MMCAP Infuse an unlimited, non-revocable, non-transferable, fully paid, perpetual license, to use all intellectual property created for or presented to MMCAP Infuse under this Contract.

16.3 ***Pre-Existing Intellectual Property.*** MMCAP Infuse and WHOLESALER shall each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. WHOLESALER grants to State an unlimited, royalty-free, paid up, perpetual, non-exclusive, irrevocable, non-transferable license to use and modify any pre-existing WHOLESALER intellectual property, including marketing materials and materials contained in solicitation responses provided by WHOLESALER to MMCAP Infuse or an MMCAP Infuse Member. The aforementioned license is solely for use by MMCAP Infuse and MMCAP Infuse Members, and their agents related to an internal business or governmental purposes.

16.4 ***Intellectual Property Warranty and Indemnification.*** Except as otherwise set forth below, WHOLESALER warrants that any materials, software or products produced by WHOLESALER will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP Infuse, MMCAP Infuse will promptly notify WHOLESALER. WHOLESALER, at its own expense, will indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless MMCAP Infuse against any loss, cost, expense, or liability (including reasonable legal fees) arising out of such a claim, whether or not such claim is successful against MMCAP Infuse.

16.4.1 If such a claim has occurred, or in the WHOLESALER's opinion is likely to occur, the WHOLESALER will either procure for MMCAP Infuse the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to MMCAP Infuse is not reasonably available, MMCAP Infuse will return the materials or products to the WHOLESALER, upon

written request of the WHOLESALER and at the WHOLESALER's expense. This remedy is in addition to any other remedy provided by law.

16.4.2 In the event of a third party claim of infringement by any material, software or product provided by WHOLESALER or utilized by WHOLESALER in the performance of this Contract, but produced by a third party, WHOLESALER's indemnification obligations set forth in Section 13.4 shall apply to the extent that the third party's indemnification obligation to the WHOLESALER is available to MMCAP Infuse or WHOLESALER will assist MMCAP Infuse in tender of such claim directly to the manufacturer of such material, software or product.

17. Insurance Requirements

17.1 WHOLESALER shall not commence work under the Contract until they have obtained all the insurance described below. WHOLESALER shall maintain such insurance in force and effect throughout the term of the Contract.

17.2 WHOLESALER is required to maintain and furnish satisfactory evidence of the following insurance policies:

17.2.1 **Workers' Compensation Insurance:** Except as provided below, WHOLESALER must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, WHOLESALER will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts WHOLESALER from Workers' Compensation insurance or if the WHOLESALER has no employees in the State of Minnesota, WHOLESALER must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes WHOLESALER from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the WHOLESALER becomes eligible for Workers' Compensation, the WHOLESALER must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP Infuse with a certificate of insurance.

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

$5,000,000 – per occurrence
$5,000,000 – annual aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Other; if applicable, please list_____
MMCAP Infuse named as an Additional Insured, to the extent permitted by law

17.2.3 **Products and Completed Operations Liability Insurance**
WHOLESALER is required to maintain Products/Completed Operations Liability Insurance. WHOLESALER may self-insure or self-administer all or a portion of the required insurance, and to the extent the WHOLESALER does self-insure, such insurance will not be deemed to exceed the scope of coverage and/or limits that would have been provided in an actual policy of insurance that satisfies this insurance requirements. Insurance **minimum** limits are as follows:

$5,000,000 - per occurrence
$5,000,000 - annual aggregate

17.2.4 **Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent):** WHOLESALER is required to maintain insurance to cover claims which may arise from negligent failure of WHOLESALERS's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a malicious code or denial of service.

Insurance **minimum** limits are as follows:
$2,000,000 – per claim
$2,000,000 – annual aggregate

17.2.5 **Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance:** This policy will provide coverage for all claims the WHOLESALER may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the WHOLESALER's professional services required under the Contract.

Insurance minimum limits are as follows:
$2,000,000 – per claim
$2,000,000 – annual aggregate

The retroactive or prior acts date of such coverage are not to be after the effective date of this Contract and the WHOLESALER is to maintain such insurance for a period of at least three (3) years, following the completion of the contracted work. If such insurance is discontinued, extended reporting period coverage must be obtained by the WHOLESALER to fulfill this requirement.

17.2.6 **Commercial Automobile Liability Insurance:** WHOLESALER is required to 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 WHOLESALER will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

17.3. **Additional Insurance Conditions**:

17.3.1 Any deductible or retention will be the sole responsibility of the WHOLESALER.

17.3.2 WHOLESALER's policy(ies) shall be primary and non-contributory to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of WHOLESALER's performance under this Contract;

If WHOLESALER receives a cancellation notice from an insurance carrier affording coverage herein, WHOLESALER agrees to endeavor to notify MMCAP Infuse within ten (10) business days with a copy of the cancellation notice, unless WHOLESALER's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) calendar days advance written notice to MMCAP Infuse;

WHOLESALER is responsible for payment of Contract related insurance premiums and deductibles/retentions;

If WHOLESALER is self-insured, a notification of Self-Insurance must be attached;

WHOLESALER's policy(ies) shall include legal defense fees, where applicable.

WHOLESALER shall 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 WHOLESALER's policy limits to satisfy the full policy limits required by the Contract.

17.4 MMCAP Infuse reserves the right to immediately terminate the Contract if the WHOLESALER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the WHOLESALER. Upon pursuit of any such legal remedies, all insurance policies must be open to inspection by the State, and copies of policies must be submitted to MMCAP Infuse's authorized representative.

17.5 The WHOLESALER is required to submit Certificates of Insurance acceptable to MMCAP Infuse as evidence of insurance coverage requirements prior to commencing work under the Contract.

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

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

19. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion

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

20. Publicity and endorsement

20.1 ***Publicity.*** Any publicity regarding the subject matter of this Contract must identify MMCAP Infuse as the sponsoring agency and must not be released without prior written approval from MMCAP Infuse's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the WHOLESALER individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

20.2 ***Marketing.*** Any direct advertising, marketing, or direct offers with MMCAP Infuse Member must be approved by MMCAP Infuse. Materials should be sent to: MMCAP.Contracts@state.mn.us. Violation of this Article may be cause for immediate cancellation of this Contract and/or MMCAP Infuse may reject any proposal submitted by the WHOLESALER in any subsequent solicitations for service contract awards.

20.3 ***Endorsement.*** The WHOLESALER must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services, nor may MMCAP Infuse claim that the WHOLESALER endorses its products or services.

21. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Minn. Stat. § 336, the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

22. Antitrust.

The WHOLESALER hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member State unless otherwise assigned directly to that State by Wholesaler ("Antitrust Claim").

23. Data disclosure

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the WHOLESALER consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the WHOLESALER to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

24. Payment to subcontractors

To the extent applicable, pursuant to Minn. Stat. § 16A.1245, the prime WHOLESALER must pay all subcontractors, less any retainage, within 10 calendar days of the prime WHOLESALER's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

25. Cancellation or Termination

25.1 **Cancellation without cause.** MMCAP Infuse or the WHOLESALER may cancel this Contract any time, without cause, upon ninety (90) days' written notice to the WHOLESALER. In the event of such a cancellation, the WHOLESALER will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

25.2 ***Termination for cause.*** Either party may terminate this Contract at any time, for cause, upon no less than sixty (60) days' written notice to the other party. Upon notice of termination, the noticed party shall have sixty (60) days to cure any defects.

25.3 ***Termination for insufficient funding.*** MMCAP Infuse may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the WHOLESALER. MMCAP Infuse is not obligated to pay for any services that are provided after notice and effective date of termination. However, the WHOLESALER will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any costs, fees, or other charges if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP Infuse must provide the WHOLESALER notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.

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

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

> Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the WHOLESALER 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 WHOLESALER, 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 WHOLESALER, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
> (3) that a violation of this section is a misdemeanor; and
> (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

27. Affirmative action requirements for contracts in excess of $100,000 and if the WHOLESALER has more than forty (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.

27.1 ***Covered contracts and contractors.*** If the Contract exceeds $100,000 and the WHOLESALER employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the WHOLESALER must comply with the

requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

27.2 ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Wholesaler 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.

27.3 ***Minn. R. 5000.3400-5000.3600.***

(a) General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a 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 Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

(1) The WHOLESALER 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 WHOLESALER agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The WHOLESALER agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the WHOLESALER's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The WHOLESALER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the WHOLESALER's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

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

(c) Consequences. The consequences for the WHOLESALER'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.

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

28. E-Verify certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of $50,000, WHOLESALER certifies that as of the date of services performed on behalf of the State, WHOLESALER 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. WHOLESALER is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with WHOLESALER and made available to the State upon request.

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

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: WHOLESALER 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 WHOLESALER's business. For purposes of this section, "discrimination" includes but is not limited to engaging in

refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

30. **GPO Representation.** MMCAP Infuse represents and warrants that it is a "group purchasing organization" as that term is defined under 42 C.F.R. Section 1001.952(j) and that it shall comply with all applicable federal and state laws, rules and regulations, including, but not limited to, the provisions set forth in 42 U.S.C. Section 1320a-7b and the "safe harbor regulations" set forth in 42 C.F.R. Section 1001.952.

31. **Contingency Fees Prohibited**. Pursuant to Minnesota Statutes § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

32. **Risk of Loss, Damage, and Shipping Terms.** Shipments under this Contract shall be FOB Destination, freight prepaid and allowed, to the MMCAP Infuse Member's receiving dock or pharmacy, unless otherwise agreed to by the parties in writing. Title to and risk of loss of the products transfers to the MMCAP Infuse Member upon delivery to the MMCAP Infuse Member, as set forth above.

33. **Force Majeure.** Neither party hereto will be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.

34. **Default.**

34.1 ***General.*** An MMCAP Infuse Member's purchase order constitutes a binding contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. In the event of default, MMCAP Infuse and the MMCAP Infuse Member reserve the right to pursue any other remedy available by law. WHOLESALER may be removed from the WHOLESALER's list, suspended or debarred from receiving a contract for failure to comply with terms and conditions of the Contract.

34.2 ***Failure to Perform.*** Upon failure to perform the following services in the time and manner as set forth herein, the following fees shall be paid by WHOLESALER:

34.2.1 Bid Roll. Upon manufacturer bid roll, all contracted products shall be loaded, stocked, and viewable by all MMCAP Infuse Members, or WHOLESALER shall pay the following fee to MMCAP Infuse: $2,500/day, not to exceed $75,000 per bid roll cycle, until resolved.

34.2.2 Reports. In the event that any report and/or data provided by the WHOLESALER, pursuant to the terms of this agreement, is not received according to schedule, contains incorrect data, incomplete data, or no data, and is more than a minor defect or causes harm to MMCAP Infuse's ability to conduct business or its governmental purpose, WHOLESALER will be allowed a three (3) day cure period or WHOLESALER shall pay the following fee to MMCAP Infuse: $2,500/day, not to exceed $75,000 per event, until resolved.

34.2.3 Inventory Management and Management of MMCAP Infuse Contract Products. If a contracted NDC (National Drug Code) product is not loaded, stocked, and viewable by all MMCAP Infuse Members, as required pursuant to this agreement and within the timelines set forth herein, WHOLESALER shall credit to the MMCAP Infuse Member submitting the request an amount equal to two and one-half percent (2.5%) of previous month's GCN (generic code number) volume class for that Member. WHOLESALER shall credit to the Member within thirty (30) calendar days of the MMCAP Infuse Member's original request to stock the product.

34.2.4 Delivery Delays. Deliveries shall be made by the WHOLESALER in accordance with the time schedules specified in Attachment A. WHOLESALER shall credit to the Member a fee of sixty dollars ($60.00) per order not delivered within sixty (60) minutes of the delivery time scheduled, and for each day the delivery is not received, payable as a credit to the Member within fourteen (14) calendar days of WHOLESALER'S disposition of the reported delay. WHOLESALER shall not be responsible for paying the aforementioned fee for delays outside of its control. MMCAP Infuse Members must report each delivery delay to WHOLESALER within twenty-four (24) hours, giving the WHOLESALER opportunity to research the source of delay and applicability of the fee.

34.2.5 Invoices. Where WHOLESALER submits a current and/or subsequent invoice for any fees not related directly to Product cost or not specified in Attachment B, WHOLESALER shall reference the original invoice number or purchase order number. Should the WHOLESALER inappropriately charge a fee not related directly to Product cost or a fee not specified in Attachment B, Wholesaler shall credit the inappropriately charged amount back to the MMCAP Infuse Member. There is no annual limitation attached to the recovery of fees inappropriately charged that are not related directly to Product cost or not specified in Attachment B, Wholesaler will provide a monthly report to MMCAP Infuse of any miscellaneous fees charged to MMCAP Infuse Members which are not related directly to Product cost or not specified in Attachment B.

34.2.6 Application of Fees. The application of fees herein shall not excuse WHOLESALER's performance obligations as set forth in this agreement, nor shall it waive any rights of MMCAP Infuse or MMCAP Infuse Members to seek any and all available legal and equitable remedies.

Acknowledgement. WHOLESALER acknowledges that the **fees** set forth above are not penalties, but rather seek to make MMCAP Infuse and MMCAP Infuse Members whole for any failure of performance by the WHOLESALER, as based upon good faith estimates as agreed to by the parties.

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

36. **Dispute Resolution.** WHOLESALER and MMCAP Infuse Members will handle dispute resolution for unresolved issues using the following procedure.

Notification. Parties shall promptly notify each other of any known dispute, acknowledging such dispute within five (5) business days, and work in good faith to resolve such dispute within thirty (30) calendar days.

Documentation. Both the MMCAP Infuse Member and the WHOLESALER will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties. The briefing document must be sent by the WHOLESALER to MMCAP Infuse, the MMCAP Infuse Member, and the WHOLESALER's MMCAP Infuse Primary Account Representative.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either the MMCAP Infuse Member or WHOLESALER may escalate the resolution of the issue to a higher level of management. Where escalation of the issue proves ineffective, either party may contact MMCAP Infuse and/or the WHOLESALER's MMCAP Infuse Representative for further resolution. When escalated to MMCAP Infuse, a teleconference will be scheduled with MMCAP Infuse and the WHOLESALER's MMCAP Infuse Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The plan and timeline must be agreed to by all parties – MMCAP Infuse, the MMCAP Infuse Member, and WHOLESALER.

Performance while Dispute is Pending. Notwithstanding the existence of a dispute the WHOLESALER must continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If the WHOLESALER 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 Infuse and/or MMCAP Infuse Members as a result of such failure to proceed shall be borne by the WHOLESALER.

Member Rights. In the event an MMCAP Infuse Member cannot resolve a dispute with the WHOLESALER as a result of a material breach by WHOLESALER, and the MMCAP Infuse Member has worked in good faith with MMCAP Infuse to resolve the dispute and cure the breach, the MMCAP Infuse Member(s) may change its prime Wholesaler even if the rest of the MMCAP Infuse Member state does not wish to change its wholesaler.

No Waiver. This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

37. **Required Licenses, Permits, and Registration**. WHOLESALER shall have in place prior to the start of the Contract, and must maintain for the life of the Contract, all current licenses, permits and registrations required by state and federal agencies. WHOLESALER must make such documentation available upon request by MMCAP Infuse.

38. **DEA License/HIN.** WHOLESALER shall not require an MMCAP Infuse Member to have a DEA number in order to obtain products unless making orders for controlled substances. MMCAP Infuse Member facilities will have HIN numbers assigned by MMCAP Infuse.

39. **Personnel Changes.** WHOLESALER shall notify MMCAP Infuse of changes in the Wholesaler's key personnel, in advance and in writing. Any employee of Wholesaler, who, in the opinion of MMCAP Infuse, is unacceptable, will be removed from the project upon written notice to the Wholesaler. In the event that an employee is removed pursuant to a written request from MMCAP Infuse's authorized representative, the Wholesaler will have ten (10) business days in which to fill the role with an acceptable employee.

[End of Contract, Signature Page Follows]

VENDOR: *Cardinal Health 110, LLC and Cardinal Health 112, LLC*
The Vendor certified that the appropriate person(s) have executed this Contract on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Brad Cochran

Signature:

Title: SVP, National Markets

Date: July 11, 2019

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

Name: James Babbitt

Signature:

Date: July 12, 2019

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

Name: Sara Turnbow

Signature: Sara Turnbow, Pharm D, BCPS

Date: 7-12-19

[Signature Page]

Attachment A – Scope of Work 3
4.1 Definitions 3
4.2 Service Area 5
4.3 Customer Service 5
A. Customer Service to MMCAP Infuse 5
B. Customer Service to MMCAP Infuse Participating Facilities 7
4.4 Contract Transition and Implementation 9
4.5 Inventory Management 11
A. MMCAP Infuse-Contracted Manufacturers 11
B. Bid-Roll 11
C. MMCAP Infuse Contract Products 11
D. Public Interest Programs 13
E. Special Orders 13
F. Wholesaler Created Stock Outages 13
G. Manufacturer Backorders 17
H. Service Levels 18
I. Shift Demands 19
4.6 Management of MMCAP Infuse Contract Products 19
A. Price Loading and Pricing Accuracy 19
B. Product Additions/Deletions 20
C. Convenience and Individual Contracts 20
D. Product Expiration Dating 20
E. Service Organization Controls 21
4.7 Distribution Center Environmental Conditions 21
A. Compliance 21
B. Daily Environmental Conditions 21
4.8 Ordering Equipment 21
A. Ordering System 21
B. Software and Devices 22
C. Installation and Training 23
D. Inventory at an MMCAP Infuse Participating Facility 23
E. Ordering System(s) Back-up Service, Maintenance 24
F. Label and Marking 24
4.9 Order Placement 24
A. Wholesaler's Ordering System(s) 24
B. Automatic Substitution 25
C. Confirmation Printback/Order Confirmation 25
D. Controlled Substances Ordering System (CSOS) 25
E. Technical Support for Ordering 26
F. 340B Drug Pricing Program 26
4.10 Delivery 26
A. Routine Delivery 26
B. Drop Shipments 28
C. Delivery for Special Products 28
D. Delivery of Bulky Items. 29
E. Emergency Order, Placement and Delivery 29
4.11 DSCSA (Pedigree) 29
4.12 Contract Compliance 30
A. On-Contract Purchasing 30

B. Compliance Calculations 30
C. Reporting Tools 31
4.13 Invoicing 31
A. Order Invoice 31
B. Invoice Rounding 33
C. Credits and Rebills 33
D. Non-Contract Accounts 34
E. Price Audits and Corrections 34
F. Chargeback Denials 34
G. Invoice Disputes 35
H. 810 EDI Invoices and Auditing 35
I. Goods Returned to the Wholesaler 35
J. Recalls 35
4.14 Verification of Authorized Purchasers and Late Payment 36
A. Verification of Authorized Purchasers 36
B. Late Payment 36
4.15 Administrative Fee 36
4.16 MMCAP Infuse Service Contracts 37
A. Contract Price Auditing 37
B. Reverse Distribution Processor 37
C. Repackaging Services 37
D. Influenza Vaccine/Medical Supplies. 38
4.17 Other Value-Added Services 38
A. Wholesaler's Generic Drug Program 38
B. MMCAP Infuse Participating Facility Negotiated Contracts 40
C. Pharmacy Interfaces 40
D. Business Development 40
E. Supplemental/Additional Services 40
4.18 Business Interruption Plan 40
4.19 Shareback Credits 41
4.20 Mandatory Reports 41
1. Reports provided to MMCAP Infuse: 42
A. Sales Data Report 42
B. Monthly Payment Report 45
C. Kill/Fill Report 47
D. Contract Change Report 48
E. Contract File Audit Report 48
F. Off-Contract with Alternative On-Contract Report 49
G. Raw and Adjusted Fill Rate Report 50
H. Wholesaler Participating Facility Listing 50
I. Manufacturer Backorders 51
J. Discontinued Product Report. 51
K. Service Level Report. 52
L. Service Fee Discount Report. 52
M. MMCAP Infuse Participating Facility Credit Report 53
N. Miscellaneous Fees Charged to MMCAP Infuse Participating Facilities 53
2. MMCAP Infuse Member Reporting 53

Attachment A – Scope of Work

4.1 Definitions

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

3T Data – Data elements required by the Drug Supply Chain Security Act: Transactional History, Transactional Information, and Transactional Statement.

340B Drug Pricing Program (340B) - The 340B Drug Pricing Program resulted from enactment of Public Law 102-585, the Veterans Health Care Act of 1992, which is codified as Section 340B of the Public Health Service Act. Section 340B limits the cost of covered outpatient drugs to certain federal grantees, federally-qualified health center look-alikes and qualified disproportionate share hospitals (DSH). Several MMCAP Infuse Participating Facilities are eligible and participate in the 340B Drug Pricing Program.

Authorized Trading Partner – as defined in the Drug Supply Chain Security Act, and regulated by the Food and Drug Administration (FDA), compliance requires that transactions only be conducted between Authorized Trading Partner.

Adequate Supply- A supply of Products made available to the MMCAP Infuse Participating Facilities that allow conformity with the parameters of the fill rate and historical purchase patterns.

Bulky Products - The MMCAP Infuse Office's definition of Bulky Products include food and food products, home healthcare products (durable medical equipment, such as walking aids, bathroom safety products, wheelchairs and accessories, scooters and lift chairs, etc.), non-contract nutritionals, school and office supplies, non-contract large volume parenterals, and non-contract IV Fluids.

CIN – Corporate Item Number

Closed Distribution Products (CDP) - Closed Distribution is either required by the manufacturer or by the FDA. Reasons for the Closed Distribution of a product include patient safety, product stability, or the product is new to the market. Most orders for Closed Distribution Products are passed through the Wholesaler for delivery directly by the product supplier.

Confirmation Printback/Order Confirmation - An electronic confirmation report generated from the Wholesaler's ordering system Order Express and sent electronically back to the ordering facility indicating that the requested Products are available, on Manufacturer Backorder, out of stock, or deleted, etc. Also referred to as the Confirmation Printback Report.

Controlled Substance Ordering System (CSOS) - Allows for secure electronic transmission of Schedule I-V controlled substance orders without the supporting paper DEA Form 222.

Drop Shipment(s) - Products ordered by the MMCAP Infuse Participating Facilities through the Wholesaler and shipped directly to the MMCAP Infuse Participating Facilities from the manufacturer/product supplier. The manufacturer/product supplier notifies and bills the Wholesaler, who then invoices and receives payment from the MMCAP Infuse Participating Facility.

DSCSA – Drug Supply Chain Security Act

EDI - Electronic Data Interchange - Inter-process (computer to computer application) communication of business information in a standardized electronic form.

Manufacturer Backorder(s) (MBO) - An order placed by the Wholesaler to a manufacturer or supplier which is not shipped to the Wholesaler due to industry wide shortages or other supply issues as set forth in Section 4.5 (E.) of Attachment A.

MMCAP Infuse Contract Product(s) - Any Product that appears on an MMCAP Infuse contract.

MMCAP Infuse Contract File Updates – electronic files sent by the MMCAP Infuse Office to the Wholesaler which provide batched MMCAP Infuse Contract Product and MMCAP Infuse contract pricing information. The MMCAP Infuse Contract File Updates are usually sent to the Wholesaler on a weekly basis. The first file (titled "Update [sequential number]") details the MMCAP Infuse contract changes that have occurred since the last weekly communication from the MMCAP Infuse Office. The second file (titled "[sequential number] Contract [8-digit date]") is a listing of the entire MMCAP Infuse contract as of the date provided in the title. The third file (titled "[sequential number] Pending [8-digit date]") is a listing of the MMCAP Infuse Contract Products with future effective dates.

MMCAP Infuse Member(s) – Any of the MMCAP Infuse member states and any other members added or deleted during the life of the Contract and any extensions. MMCAP Infuse Members shall be considered third-party beneficiaries of this Contract.

MMCAP Infuse Participating Facility - Any facility listed by the MMCAP Infuse Office as an active participant of MMCAP Infuse program. A current listing of MMCAP Infuse Facilities is made available to all MMCAP Infuse vendors monthly. MMCAP Infuse Participating Facilities shall be considered intended third-party beneficiaries of this Contract.

Both *MMCAP Infuse Member(s)* and *MMCAP Infuse Participating Facility* may be referenced as "MMCAP Infuse Member(s)", when applicable throughout the Scope of Work.

MMCAP Infuse Office – The administrative staff of the MMCAP Infuse Program responsible for initiating and administering all MMCAP Infuse contracts. The MMCAP Infuse Office may be referred to synonymously as MMCAP Infuse. Located at:

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

MMCAP Infuse State Contacts – purchasing and pharmacy professionals are designated by MMCAP Infuse Member States to serve as liaisons between the MMCAP Infuse Office and the MMCAP Infuse Participating Facilities in each State. A list of MMCAP Infuse State Contacts is available at: http://www.mmd.admin.state.mn.us/mmcap/background_current_states.htm.

National Drug Code (NDC) – a unique 11-digit number which is a universal product identifier for human drugs. The NDC identifies the labeler code, product code (strength, dosage form, and formulation), and package code (package size and type). All NDCs reported to the MMCAP Infuse Office must be in the 5-4-2 configuration.

Next Day Delivery - Orders placed Sunday through Thursday by MMCAP Infuse Participating Facilities by the designated time as proposed by the Wholesaler which will be delivered the next business day. Orders placed on Friday or Saturday must be delivered on the following Monday.

Next Scheduled Delivery Day - is the day agreed upon by the Wholesaler and the MMCAP Infuse Participating Facility for delivery of Products. For some MMCAP Infuse Participating Facilities, the Next Scheduled Delivery Day may not necessarily denote that the delivery will be made within 24 hours.

Non-Contract Product - Any product that does not appear on an MMCAP Infuse contract, 340B Drug Pricing Program contract, Wholesaler's Generic Drug Program, and/or MMCAP Infuse Participating Facility's individually negotiated contracts.

Pedigree - A record containing information regarding each transaction resulting in a change of ownership of a given medication, from sale by a manufacturer, through acquisition and sale by one or more wholesalers, manufacturers, or pharmacies, until final sale to a pharmacy or other person furnishing, administering, or dispensing the medication. Pedigree is provided through DSCSA 3T Data.

Product(s) - Synonymously used to denote the merchandise requested by the MMCAP Infuse Participating Facilities to be delivered through the Wholesaler.

Stock Outage(s) - An occurrence wherein the Wholesaler cannot make available an Adequate Supply of the MMCAP Infuse Participating Facility's requested Products. As opposed to a MBO situation, the Wholesaler will be held responsible for Stock Outages.

Wholesaler - Also referred to as Vendor, Pharmaceutical Prime Vendor, or Prime Vendor, is a business that functions as a purchaser's source of distribution for a wide array of pharmaceutical and related Products as identified by the MMCAP Infuse Participating Facility. A Wholesaler is responsible for maintaining and distributing an Adequate Supply of pharmaceuticals and related Products and any other items contracted for that are dispensed through the MMCAP Infuse Participating Facilities' pharmacy service.

4.2 Service Area

As of the Contract effective date, Wholesaler will provide the full range of contracted services under this Contract to all requesting MMCAP Infuse Participating Facilities and/or MMCAP Infuse Members. Unless approved by MMCAP Infuse in writing, Wholesaler must provide services to all MMCAP Infuse Participating Facilities within a state (not partial service coverage), subject to the requirements of Section 4.4. The MMCAP Infuse Office (represented by the term MMCAP Infuse) reserves the right to add or delete MMCAP Infuse Members at any time during the Contract term.

Wholesaler will provide service to the MMCAP Infuse Members specified in an amendment.

4.3 Customer Service

A. Customer Service to MMCAP Infuse

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

1. The Wholesaler's designated Primary Account Representatives for MMCAP Infuse will be Wendy Sease, Director State Government, wendy.sease@cardinalhealth.com , 651-247-0695, Clay Miller, Manager State Government, clay.miller@cardinalhealth.com , 614- 757-6763, and Alex Fox, Manager State Government Compliance, alex.fox@cardinalhealth.com 614-757-9449.
2. Additional functional contacts are:
   a. Contract issues/discrepancies (product stocking, product loading, pricing):
   Tiffany Kuhel, Consultant tiffany.kuhel@cardinalhealth.com , 614-757-7528.
   b. Class of trade issues (contract eligibility, denials, etc.):
   Tiffany Kuhel, Consultant tiffany.kuhel@cardinalhealth.com , 614-757-7528.
   c. Issues concerning MMCAP Infuse's invoice auditing service:
   Tiffany Kuhel, Consultant tiffany.kuhel@cardinalhealth.com , 614-757-7528.
   d. Wholesaler distribution service fees: Alex Fox, Manager State Government Compliance, alex.fox@cardinalhealth.com , 614- 757-9449.
   e. Data/reporting issues: Alex Fox, Manager State Government Compliance, alex.fox@cardinalhealth.com , 614- 757-9449.
   f. Shareback fee process: Jason Gawlik, Consultant Account Management, Jason.gawlik@cardinalhealth.com , 614-757-7468
   g. Electronic invoice auditing dispute resolution:
   Tiffany Kuhel, Consultant tiffany.kuhel@cardinalhealth.com , 614-757-7528.
   h. Service fee /cost of goods discounts:

Regional Leaders and Senior Specialists will be responsible for any service fee discount inquiries specific to their assigned member states. Any escalated inquiries surrounding service fee/cost of goods discounts should be directed to Clay Miller, clay.miller@cardinalhealth.com, 614- 757-6763.

i. DSCSA: Alex Fox, Manager State Government Compliance, alex.fox@cardinalhealth.com , 614- 757-9449

j. Accounts receivable: Michelle Janlin, Collections Manager, michelle.janlin@cardinalhealth.com , 614-822-4135

k. Accounts Payable: Alex Fox, Manager State Government Compliance, alex.fox@cardinalhealth.com , 614- 757-9449

3. In the event the MMCAP Infuse determines the Primary Account Representative is non-responsive, MMCAP Infuse will escalate to Brad Cochran, Senior VP National Markets Pharmaceutical Division, Brad.Cochran@cardinalhealth.com, 614-553-3635, to take appropriate corrective action for problem resolution.
4. The Wholesaler must provide advanced written notification to MMCAP Infuse of changes in the Wholesaler's key administrative personnel. Any employee of Wholesaler, who, in the sole opinion of MMCAP Infuse, is unacceptable, will be removed from the project upon written notice to the Wholesaler, provided such removal is for lawful reasons. In the event that an employee is removed pursuant to a written request from MMCAP Infuse's authorized representative, the Wholesaler will have ten (10) business days in which to fill the vacancy with an acceptable employee. There will be no charge to MMCAP Infuse or the MMCAP Infuse Members for replacement personnel assigned and Wholesaler agrees that each such replacement has acquired the necessary orientation and background to make a productive contribution.
5. Business Review
    a. Wholesaler will hold monthly business reviews at MMCAP Infuse's office with the Wholesale's Primary Account Representative(s), as deemed necessary by MMCAP Infuse's Pharmacy Distribution Services Coordinator.
    b. Wholesaler will hold quarterly business reviews at MMCAP Infuse's office with the Wholesaler's Primary Account Representative(s) and others from the Wholesaler's Corporate Office to address, at a minimum, the following:
        - Sales Data
        - Contract Financials (discounts, fees, cost of goods, etc.)
        - Contract Compliance/Category Breakdown
        - Inflationary/Budget Related Data
        - Managed Care News/Updates
        - Service Levels by distribution center, by MMCAP Infuse Members (state and facility), and for MMCAP Infuse as a group
        - Contract Activity
        - Success Stories and Opportunities Ongoing.
        - DSCSA Updates
        - Any federal and/or state legislation affecting MMCAP Infuse Members and/or the pharmaceutical industry
        - Proactive Product Information
        - Pharmaceutical distribution impacts and trends; pharmaceutical industry updates
        - Contract Activity Reporting
        - Compliance Activity Reporting
        - Purchase Activity Reporting
        - EDI Setup Audits
        - Customer Satisfaction
        - Relevant current and planned initiatives, both of MMCAP Infuse and the Wholesaler, and any associated action plans

- Wholesaler Performance

6. Wholesaler and MMCAP Infuse agree to conduct a complete contract review no later than January 31, 2020 to determine areas of non-compliance from both parties. This review will be done annually, with the due date tied to the anniversary date of the effective date of the Contract.

B. Customer Service to MMCAP Infuse Participating Facilities

1. Customer Service Department

Wholesaler will provide the MMCAP Infuse Participating Facilities access to the Wholesaler's customer service department, which at a minimum, consists of the following:

1. Customer support centralized in two national call centers located in Radcliff, Kentucky and Little Rock, Arkansas.
2. Wholesaler's overseas call center may be used only for business continuity situations, unless approved in writing by MMCAP Infuse. Wholesaler will provide prompt notice of any overseas call center use and will provide a monthly report to MMCAP Infuse detailing the number of calls going to the overseas call center.
3. Access to customer service representatives with principal responsibilities in the areas of order entry, Drop Shipment ordering, stocking issues, and general customer service requests.
4. Customer service hours of operation are 7:30 a.m. – 9:00 p.m. (Eastern Standard Time) Monday through Friday (excluding the following national holidays: Christmas, New Years Day, Thanksgiving Day, Memorial Day, the Fourth of July, and Labor Day).
5. Wholesaler's customer service can be reached toll free at 866-641-1199, by fax at 866-551-0530, or by e-mail at GMB-P_SPL_V_GOV@cardinalhealth.com. Faxed orders should include Member account number, CIN and/or NDC, quantity, and PO is applicable.
6. Wholesaler's technical support is available from 7:00 AM – 8:00 PM EST, Monday through Friday, by calling 1-833-518-4555. Wholesaler's technical staff on site will check voicemail every hour and will respond in the order the voicemail is received. From 8:00 PM until 7:00 AM EST and on weekends, the line will transfer to an off-shore Wholesaler staff member.
7. Emergency Call Procedures are for life critical emergency situations only that require product before the Next Scheduled Delivery Day:

   Emergency Call Procedure for the Fastest Response

   a. During normal business hours (Monday-Friday 7:30 am to 9:00 pm Eastern Standard Time), call customer service at 866-641-1199.
   b. Outside normal business hours, please call 877-772-0346. An answering service representative will take the message and a Cardinal Health employee will promptly return the call. MMCAP Infuse Participating Facilities will need to provide their servicing distribution center name, account name and number, a contact name, and a call back phone number available.

2. MMCAP Infuse Members' Customer Account Representatives

1. MMCAP Infuse State Contacts**.** Each MMCAP Infuse State Contact will have a designated account management Regional Leader appointed by the Wholesaler's Primary Account Manager to meet with both MMCAP Infuse Field Services representative, Senior Account Executive, where regionally available, and MMCAP Infuse State Contact and other state representatives on a quarterly basis to discuss, at a minimum, the following:
   a. Customer satisfaction
   b. Wholesaler performance – Service Levels
   c. Purchases
   d. State account performance (COGs, payment terms, etc.)
   e. Reports (e.g., contract compliance, contract opportunities)
   f. Opportunities for Improvement
   g. Projects and Initiatives
   h. Other
2. MMCAP Infuse Participating Facilities**.** Wholesaler will provide an account management Regional Leader for each MMCAP Infuse Participating Facility with average volume of $25,000 per month or more. This Regional Leader will serve as a liaison between the MMCAP Infuse Participating Facility and Wholesaler, managing the working and strategic relationship to ensure quality of service

delivery and customer satisfaction. In managing the relationship, the assigned Regional Leader will utilize various relationship management contact options, including the MMCAP Infuse Field Services representatives, Senior Account Executives, whenever possible, dependent upon the needs of the MMCAP Infuse Participating Facilities. Dedicated Senior Specialists are assigned to support the Regional Leaders and will also have individual account management responsibilities for those MMCAP Infuse Participating Facilities with an average volume of less than $25,000 per month. The Regional Leaders will make routine on-site visits to discuss performance issues and solve problems according to the following schedule:

Average Monthly Purchasing Volume	Frequency of Contact with MMCAP Infuse Participating Facility	Type of Contact
$0 - $5,000	Dialogue with MMCAP Infuse Participating Facility once every six (6) calendar months unless otherwise requested by the MMCAP Infuse Participating Facility.	Telephone Call
$5,001 - $10,000	Dialogue with MMCAP Infuse Participating Facility once every three (3) calendar months unless otherwise requested by the MMCAP Infuse Participating Facility.	Telephone Call
$10,001 - $25,000	Dialogue with MMCAP Infuse Participating Facility once every thirty (30) calendar days unless otherwise requested by the MMCAP Infuse Participating Facility.	Telephone Call Onsite visits available upon reasonable request
$25,001 – and up	1. Customer Business Reviews offered quarterly. 2. Dialogue with MMCAP Infuse Participating Facilities once every thirty (30) calendar days or as needed	1. On-site visit or Telephone Call 2. On-site visit or Telephone Call
State Purchasing Contact	Dialogue offered monthly or as desired by State Purchasing Contact. State contacts are to be included in quarterly Member Customer Business Reviews desired.	On-site visit or telephone call

3. Quarterly business reviews where issues are raised by any of the participants, MMCAP Infuse State Contact, MMCAP Infuse Participating Facilities, or the assigned MMCAP Infuse Senior Account Executive, Wholesaler will have a formal process of follow-up for issue resolution. A committed timeline to resolution is to be established, and completion of that resolution is to be provided to the participants.
4. Additional Resources**.** Wholesaler will provide adequate staffing resources for both field operations to provide direct service for the MMCAP Infuse Members and corporate operations to assist MMCAP Infuse. These resources will provide facility targeted approaches to solve specific problems and determining solutions for operational, contract compliance and inventory management issues. Designated resources may fluctuate up or down depending on volume and business need.
5. While issue resolution times may vary based upon the specific request being made, Wholesaler will acknowledge receipt and respond to a MMCAP Infuse Member's issue immediately when contacted by phone, and within one business day when unable to be reached, or if contacted via eMail. Additionally, Wholesaler has an intentional backup/escalation structure in place to address MMCAP Infuse Member issues or concerns when the primary Account Management resource is out of the office or unavailable.
6. The Wholesaler's State Government Account Management Regional Leaders will maintain both a working and strategic relationship with MMCAP Infuse Member-assigned MMCAP Infuse Senior Account Executives. The Regional Leaders will make every effort to coordinate schedules between any MMCAP Infuse State Contact, and/or MMCAP Infuse Participating Facility, along with the assigned MMCAP Infuse Senior Account Executive. Given travel scheduling for MMCAP Infuse Senior Account

Executives, Wholesaler should provide at least fifteen (15) business days advance notification of any scheduled meeting between the Wholesaler, and any potential MMCAP Infuse State Contact or MMCAP Infuse Participating Facility when the meeting topics include, but not limited to, use of this Contract, legislative activities concerning any products or services covered by this Contract, requests for proposal, or expansion of the Wholesaler's presence in that organization or state. If an MMCAP Infuse Senior Account Executive is not an attendee at a scheduled meeting, the Wholesaler agrees to provide a detailed account of the meeting to the Senior Account Executive and will make its best efforts to provide this information no later than five (5) business days after the meeting.

3. **MMCAP Infuse State Contacts and MMCAP Infuse Participating Facility Satisfaction Survey**
Wholesaler will solicit an MMCAP Infuse pre-approved, annual survey with all MMCAP Infuse State Contacts and a representative random sample of MMCAP Infuse Participating Facilities. The goal is an overall average survey score of 3.5 out of 5 points. The Wholesaler will share the raw survey responses for those survey areas that score below 3.5 and will devise an action plan(s) to address deficiencies, presenting status updates at quarterly Executive Business Reviews, or more frequent as appropriate.

4.4 Contract Transition and Implementation

If the MMCAP Infuse Member is currently contracting with the Wholesaler for the services, or substantially similar services, as set forth in this Attachment A, Wholesaler will transition each MMCAP Infuse Member from the existing contract (and existing contract terms) to this Contract (and its terms) on the Contract execution date. If a facility becomes an MMCAP Infuse Member currently utilizing the Wholesaler under an alternative distribution contract and wants to transition to the MMCAP Infuse contract with the Wholesaler, the new MMCAP Infuse Member will transition 1st day of the next available month.

If the MMCAP Infuse Member is not currently contracting with the Wholesaler for the services or substantially similar services, as set forth in Attachment A, Wholesaler will develop a transition plan for the MMCAP Infuse Member, deploy the plan, and implement this Contract (and its terms) for the MMCAP Infuse Member on the Contract execution date.

Transition from an existing contract to this Contract must occur on the Contract execution date or on the 1st day of a month, and no other day. Transitions to and from this Contract can occur during the Contract term. Transition plan timelines will be identified, with a minimum of a 60 (sixty) calendar day transition plan.

In completing this transition, Wholesaler shall work with MMCAP Infuse Staff and MMCAP Infuse Participating Facilities to determine the appropriate steps and schedule, subject to the above, for the transition. Wholesaler acknowledges that the transition may be dependent upon the terms of the existing contracts and subject to the notice provisions contained therein. MMCAP Infuse and MMCAP Infuse Participating Facilities acknowledge that the transition is dependent on Wholesaler receiving all documentation from the MMCAP Infuse Participating Facility required for account set-ups. This plan will detail the phase-in of the Wholesaler's operations at the MMCAP Infuse Member with a 100% operating level at the onset of the contract effective date.

Satisfaction of a 100% operating level will include:

1. Installation and testing of all electronic ordering equipment
2. Training of employees
3. Bar coding and shelf labeling
4. Price loading of all MMCAP Infuse Contract Products
5. Wholesaler's internal inventory preparation and distribution system, based on current MMCAP Infuse Participating Facilities' sales and usage data
6. Wholesaler's plan to ensure that stocking and chargeback agreements are in place with all MMCAP Infuse-contracted vendors

Wholesaler's standard procedure for implementing a new MMCAP Infuse Participating Facility is:

Week 1
Wholesaler Distribution Services Contract Signed
A minimum of ninety (90) calendar days up to six (6) months detailed usage provided from MMCAP Infuse to Wholesaler
Provide site listing from MMCAP Infuse to Wholesaler

Communicate conversion team contact listing and schedule calls
Fax/email/mail DEA and state pharmacy licenses
Obtain MMCAP Infuse roster and confirm eligibility
Assess customer technology requirements and begin pre-work
Review customer attributes, needs, and expectations
Obtain digital certificate for CSOS

Week 2
Assess customer needs for product catalogs
Establish delivery plan, times, and requirements
Review DC/Customer-Specific Order Cut-Off Time
Load usage, activate/create items, and place orders
Continue ordering pre-work (EDI, Order Express, etc)
Complete account set-up and provide account numbers

Week 3
Delivery route set-ups with couriers are completed
Technology work completed and tested
Create electronic version of new customer Welcome Kits
Confirm pricing eligibility and attach contracts to sites
Create new reports as necessary

Weeks 4 and 5
Send new customer Welcome Kits to each site
Complete site or webinar training for Order Express
Send CII blanks, product catalogs, etc. in tote as test order
Outbound calls to each site as follow-up on test delivery and site visit
Confirm Product is received and ready for day-1 orders

Week 6
Schedule post-implementation review
Schedule Business Review meeting

Wholesaler will be responsible for notifying both new and existing MMCAP Infuse Participating Facilities in writing specifying Wholesaler required documentation and instructions sufficient to enable the MMCAP Infuse Participating Facilities to transition to the new Contract. Wholesaler will promptly notify the MMCAP Infuse Participating Facilities in reasonable detail of any missing or incomplete documentation required for account set-up.

Wholesaler requires the following documents be completed and submitted to Wholesaler prior to opening a new account:

1. Confirmation of MMCAP Infuse Membership (i.e., MMCAP Infuse ID, etc.)
2. DEA License
3. State License
4. State Controlled Substance License (if applicable)
5. Sales Tax Exempt Certificate
6. Signed Prescription Drug Marketing Act (PDMA) Form
7. Customer Item Usage File (most recent ninety (90) days to six (6) months of purchases)
8. Other forms as applicable, specific to class of trade requirements

Wholesaler does not require a credit application for MMCAP Infuse Members.

Once a new account number has been established for the MMCAP Infuse Member, Wholesaler will validate the MMCAP Infuse contract eligibility against the roster provided by MMCAP Infuse and attach the appropriate base contracts. Communication will be sent out to manufacturers/suppliers to determine for which additional MMCAP Infuse tiered contracts the MMCAP Infuse Member is eligible. Eligible contracts will be attached accordingly.

Wholesaler's Account Management Team, with support from the Wholesaler's technical marketing team, will provide any necessary training to MMCAP Infuse Members, including initial account set-up as well as any

continuing training needs. Training after initial account set-up will need to be communicated by the MMCAP Infuse Member to their Wholesaler contact.

No documentation is required by Wholesaler outside of notification that a Member intends to use one of the applicable services for repackaging, invoice auditing, and returned goods services. However, in order for Wholesaler to send data to DSCSA 3T Data subscription services, Wholesaler requires the completion of the "Notice of Release for DSCSA Transaction Data to 3rd Party" form.

Wholesaler will provide an inventory of MMCAP Infuse Contract Products sufficient to meet the needs of the MMCAP Infuse Participating Facilities from the beginning of the MMCAP Infuse contracting period. Historical usage data will be provided by MMCAP Infuse six weeks prior to the start of the contract period. Wholesaler must have all MMCAP Infuse Contract Products loaded in its ordering system, Order Express. Wholesaler is fully committed to being able to support inventory needs of a state at Contract start date.

4.5 Inventory Management

A. MMCAP Infuse-Contracted Manufacturers

For the term of this Contract, Wholesaler will have contracts with all MMCAP Infuse-contracted manufacturers as required to provide all MMCAP Infuse Contract Products and perform the services described in this Contract to MMCAP Infuse Participating Facilities. Exceptions must be approved in writing by MMCAP Infuse.

B. Bid-Roll

For the term of this Contract, Wholesaler will agree to work with MMCAP Infuse during Bid-Roll intervals for both generic and brand MMCAP Infuse Contract Products. During each of these intervals, the Wholesaler is required to provide resources to work with MMCAP Infuse, supporting weekly, or more frequent, meetings for status check-ins, beginning with the receipt of the MMCAP Infuse contract files forty-five (45) calendar days in advance of the effective date of the specific Bid-Roll interval. The Wholesaler is required to establish and update a confirmation log, which will be utilized for the weekly updates. As the effective date approaches, if daily check-ins should become necessary to meet process goals, the Wholesaler will support any escalated efforts to ensure that preparations are in place to manage the inventory stocking requirements.

The Wholesaler agrees to provide Inventory Reporting, specific to products that are:

1. Manufacturer Allocated
2. Manufacturer discontinued
3. Wholesaler discontinued
4. NDC changes
5. Backorders
6. No contract with manufacturer status
7. No Loads
8. Stock status by distribution center (DC)

to ensure that Bid-Roll is synchronized for the specific effective date interval of the Contract Product roll. Wholesaler's ability to stock MMCAP Infuse Contract Products may be delayed if there is a delay in the receipt of manufacturer/supplier setup information, product availability, and supplier lead-time. In addition, if there are manufacturer/supplier minimum order requirements, or if the product does not meet minimum usage requirement of 3 units per month per distribution center, stocking could be impacted.

The Wholesaler will process Bid-Roll reporting to shift purchasing demand from one item to another based on MMCAP Infuse Contract Product changes, managing inventory to reflect that shift demand.

The Wholesaler agrees to complete an audit of the contract load prior to the effective date of the specific Bid-Roll interval and weekly through the first month that the new contracts are in place.

C. MMCAP Infuse Contract Products

The Wholesaler will be required to sufficiently stock MMCAP Infuse Contract Products. Wholesaler will be required to stock inventory of MMCAP Infuse Contract Product unless there are fewer than three (3) units sold per month per distribution center. If there is volume of three (3) units or more of an equivalent product, Wholesaler will be required to stock inventory of MMCAP Infuse Contract Product based on equivalent product sales as requested by MMCAP Infuse. MMCAP Infuse Contract Products that do not meet the units sold

threshold and which are not stocked will be expected to still be viewable within Wholesaler's online ordering system and orderable through Customer Service with a request to stock the specific product.

1. Wholesaler will not create unreasonable barriers in order to stock an MMCAP Infuse Contract Product.
2. MMCAP Infuse must be notified in writing no later than five (5) business days if any of the MMCAP Infuse contracted manufacturers' contracts are terminated or expire via a Weekly Contract Changes report found in Section 4.20 D. MMCAP Infuse reserves the right to modify the MMCAP Infuse-contracted manufacturers list at any time during the Contract term.
3. Wholesaler will load all contract pricing changes and product additions or deletions within five (5) business days following receipt from the manufacturer/supplier. Wholesaler will cooperate with MMCAP Infuse to ensure the smooth transition of portfolio changes. Such cooperation will include timely loading of new manufacturer/supplier agreements, timely loading of new products to the ordering system catalog, and moving inventory demand from equivalent products purchased by MMCAP Infuse Members to the newly awarded contracted item. Product will generally be in stock at the distribution centers no longer than twenty (20) business days.
4. Wholesaler acknowledges and agrees to carry utilization (demand) history for a minimum of sixty (60) calendar days. If any Product has not been ordered after sixty (60) calendar days, utilization history can be decreased in Wholesaler's inventory management system.
5. Wholesaler is fully committed to being able to support inventory needs of a state at Contract start date. Thereafter, Wholesaler's buying system will acknowledge created demand and purchase inventory to meet said demand. Inventory will be maintained according to Wholesaler's Service Level and inventory parameters. See also Section 4.4, Contract Transition and Implementation.
6. Wholesaler will carry the inventory essential to exceed targeted service levels. Inventory levels may vary by Distribution Center and product category depending on MMCAP Infuse Members mix and risk factors in the product portfolio. Wholesaler carries an average of twenty-two (22) calendar days inventory on hand across their distribution network.
7. Wholesaler is responsible for providing an inventory forecasting report to MMCAP Infuse as requested. This report will monitor and forecast ordering, usage patterns, as well as, identify significant trends, including increases and decreases in purchases. Monthly contract compliance reports to monitor purchases of Non-Contract Products will also be available to MMCAP Infuse upon request.
8. Wholesaler may not discontinue stocking an MMCAP Infuse Contract Product unless there are fewer than three (3) units sold per month per distribution center. For Products marked as non-stock, Wholesaler must submit a monthly report detailing how equivalent generic purchasing is impacting non-movement.
9. Timeline for new MMCAP Infuse Contract Product additions. For newly added MMCAP Infuse Contract Products that are currently available, Wholesaler will have the Products loaded, stocked and viewable in its system and ready for delivery in accordance with the goals specified in Table 4.5E: Wholesaler Created Stock Outage.
10. Timeline for MMCAP Infuse Contract Products that are not stocked. For MMCAP Infuse Contract Products that are not stocked, an MMCAP Infuse Participating Facility may request the Wholesaler to add the Product to inventory at the applicable distribution center by contacting customer service or its account representative. Wholesaler will have the Products loaded, stocked and viewable in its system and ready for delivery in accordance with the goals specified in Table 4.5E: Wholesaler Created Stock Outage, unless the MMCAP Infuse Contract Product is delayed due to manufacturer unavailability or other factors outside Wholesaler's control. In the event the fulfillment of any of the requests will take longer than what is specified in Table 4.5E: Wholesaler Created Stock Outage, Wholesaler will provide prior written notice of the delay and the reason for the delay to the requesting MMCAP Infuse Participating Facility and MMCAP Infuse.
11. Wholesaler will transfer product from other distribution centers for critical needs if product is available for transfer. When there is a supply disruption, the Wholesaler will deploy the fastest path back to stock, which could be the National Logistics Center (NLC), another distribution center or ordering product directly from the manufacturer/supplier. If Wholesaler cannot bring an item in to the network of distribution centers, Wholesaler will set up an ordering process of drop shipping product utilizing Wholesaler's customer service team to generate purchase orders with the direct manufacturers/suppliers if allowed by the manufacturer/supplier.
12. In the event MMCAP Infuse chooses to process Failure to Supply claims on behalf of MMCAP Infuse Participating Facilities, the Wholesaler is to receive thirty (30) days' advance written notice. Wholesaler agrees to accept electronic claims from MMCAP Infuse, and/or MMCAP Infuse Participating Facilities. Electronic claims will identify the specific Contract Products for which alternative products were

purchased and the amount of reimbursement claimed on behalf of each MMCAP Infuse Participating Facility for the additional cost incurred in purchasing the alternative products. Reimbursement amounts will be calculated by subtracting the MMCAP Infuse Product invoice amount from the purchase invoice amount, excluding all other fees. Wholesaler must pay such claims in the form of a credit within fifteen (15) calendar days of resolution of a claim described above. If the Wholesaler does not pay such claim within such thirty (30) calendar day period, MMCAP Infuse will have the right to charge, and the Wholesaler agrees to pay, a late fee equal to the statutory maximum, defined in Minn. Stat. § 16D.13, as the allowable percentage per month of the amount of any unpaid claim.

13. Wholesaler's designated contacts for all usage, inventory, and special order questions for MMCAP Infuse are Marie Rineveld, marie.rineveld@cardinalhealth.com, 614-757-4173. MMCAP Infuse Participating Facilities can also contact their account representatives or customer service.

D. Public Interest Programs

MMCAP Infuse participates in Public Interest Pricing (PIP) Programs to assist MMCAP Members in acquiring certain products that are considered necessary for a crisis, for example NARCAN® for the opioid crisis. The Wholesaler is expected to work in partnership with MMCAP Infuse to participate in these programs in the contract price requirements, contingent on a mutual agreement between MMCAP, Cardinal Health, and the manufacturer.

Wholesaler will provide NARCAN® at Public Interest Pricing less the applicable service fee discount (cost of goods).contingent on a continued mutual agreement between MMCAP, Cardinal Health, and the manufacturer of NARCAN®.

E. Special Orders

1. All large, one-time orders should be requested through the MMCAP Infuse Participating Facility's Wholesaler account representative or customer service.
2. Special requests may be, but are not limited to: a) special one-time orders, b) governmental entities placing large orders at the end of their fiscal year, c) items to be added to usage information to ensure they are included as routine stock items at the distribution center, d) large quantities of identical lot numbers
3. For large volume orders, no more than ten (10) business days for processing and delivery will be required, subject to supplier availability. Wholesaler will need additional time for special requests requiring the same lot number.
4. Large, one-time orders are not returnable without prior approval of manufacturer or Wholesaler. Wholesaler commits the resources to working with the MMCAP Infuse Participating Facility and the manufacturer to find a solution if the product must be returned.
5. Stockpiling Program orders will be facilitated through the Wholesaler Contract Consultant to provide timely review of the specific items to be purchased, dating, and stocking availability for the order to be fulfilled. Appropriate communication throughout the process, from initiation to delivery, will be provided to the MMCAP Infuse Participating Facility as well as the MMCAP Infuse Stockpiling Program Coordinator and MMCAP Infuse Pharmacy Distribution Services Assistant Coordinator.

F. Wholesaler Created Stock Outages

1. Backorders due to Wholesaler created Stock Outages will be fulfilled in accordance with the goals specified in Table 4.5E: Wholesaler Created Stock Outage.
2. Wholesaler will have the manufacturer ship directly to the MMCAP Infuse Participating Facility for Next Day Delivery if available by the manufacturer and if the Product is deemed critical by the MMCAP Infuse Participating Facility. MMCAP Infuse agrees to work with Wholesaler on abusive situations.
3. MMCAP Infuse Participating Facilities that have MMCAP Infuse Contract Products, deemed critical, drop shipped to them directly from a manufacturer as a result of Wholesaler created Stock Outages will not be charged additional fees.
4. Manufacturer fees or fees to expedite orders for MMCAP Infuse Contract Products drop-shipped due to Wholesaler created Stock Outages are not allowed.
5. MMCAP Infuse Contract Products that are drop-shipped due to Wholesaler created Stock Outages will have Wholesaler's service fee discount applied.
6. MMCAP Infuse Participating Facilities can place Products on backorder by calling Wholesaler's customer service department, otherwise orders for Products on backorder will be cancelled. Placing a Product on backorder enables the MMCAP Infuse Participating Facility to receive the Product upon availability without placing a reorder. The option to utilize auto-backorder function is available, but must

be approved by the MMCAP Infuse Participating Facility. Use of Order Express will allow the MMCAP Infuse Participating Facility to select order exceptions from the Order Confirmation, and choose to add the Product(s) on a Backorder List. This Backorder List displays updated availability information and may be edited by the MMCAP Infuse Participating Facility. When a backorder Product comes back into stock and is allocated to the order, the MMCAP Infuse Participating Facility will receive an alert in Order Express that the Product is available to ship.

7. If Product is transferred from an alternative distribution center in order to resolve a Stock Outage situation due to Wholesaler created Stock Outages no fees will apply.
8. If the Wholesaler fails to make prompt shipment of MMCAP Infuse Contract Products due to Wholesaler created Stock Outages, Wholesaler's ordering system(s) view errors, cancellations by Wholesaler, or backorders (excluding manufacturer back-orders), the ordering MMCAP Infuse Participating Facility may buy an alternate equivalent (generic) substitute Product from Wholesaler for the period in which the Wholesaler is unable to provide the Product. The Wholesaler will be liable to the MMCAP Infuse Participating Facility for any excess cost over the MMCAP Infuse Contract Product price and the alternate price of the Non-Contract Product. This will be in effect for ninety (90) calendar days from the date the Wholesaler is first unable to supply the Product to an MMCAP Infuse Participating Facility. Credits due to an MMCAP Infuse Participating Facility based on excess Product procurement costs caused by a Wholesaler created Stock Outage or cancellation/backorder will be routed from the Wholesaler back to the participating MMCAP Infuse Participating Facility in the form of an account credit.
9. When an MMCAP Infuse Participating Facility calls in regard to a Product that is temporarily out of stock, customer service will coordinate efforts through the servicing Distribution Center and applicable Inventory Departments to bring the requested Product into stock, as long as the minimum stocking requirement of three (3) units per month is met. It is acknowledged by MMCAP Infuse that applicable Pedigree requirements may limit the Wholesaler's ability to provide alternate service for temporarily out of stock and other product shortages.
10. Wholesaler will notify MMCAP Infuse at least ten (10) business days in advance of any changes to the list of possible inventory stocking codes viewable on its online ordering system. A complete list of all possible stocking codes and thorough descriptions of each code will be provided. MMCAP Infuse and MMCAP Infuse Participating Facilities must be informed of any potential changes to demand shift logic and stocking request procedures.

Table 4.5 F: Wholesaler Created Stock Outage

Wholesaler created "Stock Outages"	**Goal to have stock available to ship to an MMCAP Infuse Participating Facility**	**Criteria for when Failure to Supply (FTS)* Applies**
Current Contract Products		
MMCAP Infuse Contract Product not in stock in Distribution Center and stock is available from national warehouse if applicable.	• **Goal: Three (3) business days.**	• FTS applies when Wholesaler has **exceeded four (4) business days.** • FTS applies when Wholesaler has **exceeded six (6) business days** for MMCAP Infuse Contract Products that are not stocked due to utilization levels
MMCAP Infuse Contract Product not stocked in distribution center, available from another distribution center (if applicable) where there may be a Contract Product item surplus.	• **Goal: Three (3)business days.**	• FTS applies when Wholesaler has **exceeded four (4) business days.**

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Table 4.5 F: Wholesaler Created Stock Outage (Cont.)

Wholesaler created "Stock Outages"	Goal to have stock available to ship to an MMCAP Infuse Participating Facility	Criteria for when Failure to Supply (FTS)* Applies
Current Contract Products		
MMCAP Infuse Contract Product not in stock at a specific distribution center, and not stocked at the national warehouse or another distribution center, when the MMCAP Infuse Participating Facility attempts to order and subsequent request to stock is made to Wholesaler (assumes Contract Product is not MBO or on Manufacturer Allocation).	• **Goal: Five (5) business days.**	• FTS applies when Wholesaler has **exceeded eight (8) business days for Rx and twelve (12) business days for Consumer Health/OTC** products for MMCAP Infuse Products currently meeting three (3) units of usage at the distribution center. • FTS applies when Wholesaler has **exceeded twelve (12) business days** for MMCAP Infuse Contract Products that are not stocked due to utilization levels.
Newly Added Contract Products		
New Contract Product – relationship with Mfg/Sup already established and NDC/UPC is already stocked at the distribution center for other Wholesaler's customers.	• **Goal: Three (3) Business Days.**	• FTS applies when Wholesaler has **exceeded four (4) business days** from the time the Wholesaler receives notification that the Product has been added to the MMCAP Infuse Contract.
New Contract Product– relationship with Mfg/Sup already established; product is not stocked at National Logistics Center or distribution centers for other customers.	• **Goal: Ten (10) Business Days.**	• FTS applies when Wholesaler has **exceeded twelve (12) business days** from the time the Wholesaler receives notification that the Product has been added to the MMCAP Infuse Contract.
New Contract Product – relationship with Mfg/Sup needs to be established	• **Goal: Not to exceed ninety (90) calendar days** from the time the Wholesaler receives notification that the Product has been added to the MMCAP Infuse Contract.	Due to the variability in the timing of establishing a new manufacturer/supplier relationship, an MMCAP Infuse Participating Facility will not have access to a Failure to Supply remedy, unless Wholesaler fails to inform MMCAP Infuse, in writing, of difficulties with the specific manufacturer/supplier.

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Table 4.5 F: Wholesaler Created Stock Outage (Cont.)

Wholesaler created "Stock Outages"	Goal to have stock available to ship to an MMCAP Infuse Participating Facility	Criteria for when Failure to Supply (FTS)* Applies
Shift Demand		
Shift demand of Cardinal Key equivalent(s) when a lower priced product comes on as a new Contract Product Assumes manufacturer has product available to ship to the Wholesaler, as of the specified effective date.	• **Goal: Ten (10) business days.**	• FTS applies when Wholesaler has **exceeded twelve (12) business days** MMCAP Infuse provides notification to the Wholesaler or the new Contract Product effective date, whichever is later, to ensure the new generic Product is loaded, viewable, and stocked at each distribution center where there is MMCAP Infuse Contract and/or Non-Contract usage for Cardinal Key equivalents.
When a dual/multiple award Contract Product is discontinued, demand is to be shifted to a less active, Cardinal Key equivalent, alternative Contract Product. This demand shift and stocking is required as not to disrupt access to an alternative Contract Product. Assumes manufacturer has product available to ship to the Wholesaler, as of the specified effective date.	**Goal: Five (5) business days.**	• FTS applies when Wholesaler has **exceeded eight (8) business days for Rx and twelve (12) business days for Consumer Health/OTC** from when MMCAP Infuse provides notification to the Wholesaler of Contract Product being discontinued, to ensure the less active, alternative Contract generic Product is loaded, viewable, and stocked at each distribution center, for MMCAP Infuse Products currently meeting three (3) units of usage at the distribution center. • FTS applies when Wholesaler has **exceeded twelve (12) business days** for MMCAP Infuse Contract Products that are not stocked due to utilization levels.
* FTS = Failure to Supply, where MMCAP Infuse Participating Facility is provided a credit of the difference between the lower cost Contract Product not available and the higher cost product (either Contract or Non-Contract) that is purchased from Wholesaler as a result of the Wholesaler exceeding the specified business days in stocking the Contract Product. Wholesaler will not be responsible to pay FTS claims for MMCAP Infuse Contracted products that are on supplier disruption (i.e., manufacturer backorder, manufacturer allocation, etc.) or products in which the supplier cannot support the additional volume requested. All FTS claims will be subject to the same exclusionary rules as identified in Section 4.5, G Service Levels, under MBO Units.		

Failure to Supply (FTS) MMCAP Infuse Contracted Products Process:

1. If Wholesaler fails to maintain sufficient inventory of MMCAP Infuse Contract Products to meet the anticipated needs of MMCAP Infuse Participating Facilities, an MMCAP Infuse Participating Facility may purchase an alternate equivalent generic product from Wholesaler for the period in which Wholesaler is unable to provide the Product. Wholesaler will be liable for any excess cost over the MMCAP Infuse Contract Price for a period of ninety (90) calendar days from the date the Wholesaler is unable to supply the MMCAP Infuse Contract Product to an MMCAP Infuse Participating Facility.
2. Wholesaler will use the price of the MMCAP Infuse Contract Products and the invoice price of the alternate generic product to determine the amount of reimbursement for failure to supply claims.
3. An MMCAP Infuse Participating Facility will submit the following information to Wholesaler for each MMCAP Infuse Contract Product that reimbursement is expected:
   - MMCAP Infuse Participating Facility Name, Address, City, State, Zip
   - MMCAP Infuse Participating Facility DEA or HIN
   - MMCAP Infuse Participating Facility point of contact for reimbursement (including telephone number and e-mail address)
   - Product description
   - Proof of shorted order
   - Generic Source price
   - MMCAP Infuse Participating Facility's purchase price
   - Alternate NDC
   - Alternate NDC manufacturer
   - Alternate NDC purchase price
   - Alternate NDC quantity purchased
   - Alternate NDC date purchased
   - Amount due
   - Reason (e.g., brief description)
   - A copy of the invoice showing the purchase of an equivalent generic product from the Wholesaler
4. Wholesaler must pay claims directly to the MMCAP Infuse Participating Facility via credit memo within thirty (30) calendar days of receipt of a claim.
5. Wholesaler will be responsible for payment of Failure to Supply claims for ninety (90) calendar days from the date the Wholesaler is first unable to supply the Product to an MMCAP Infuse Participating Facility. Credits due to an MMCAP Infuse Participating Facility based on excess product procurement costs caused by the Wholesaler's stocking failure will be routed from the Wholesaler back to the MMCAP Infuse Participating Facility in the form of an account credit.
6. Wholesaler's address for FTS reimbursement:
   Electronic filing address: tiffany.kuhel@cardinalhealth.com

Wholesaler will provide training to MMCAP Infuse Participating Facilities using Wholesaler's Generic Drug Program to include:

1. Order training to all MMCAP Infuse Participating Facilities desiring training, to include ordering of non-stocked MMCAP Infuse Contract Products to be stocked as inventory in Wholesaler's distribution center and available for prompt delivery.
2. Ranking for both MMCAP Infuse and Wholesaler's Generic Drug Program contracts by contract and by price.
3. Filtering and sorting products to find the lowest priced item by purchased size or unit of measure.

G. Manufacturer Backorders

1. Wholesaler's order entry system will provide notification prior to order of all Manufacturer Backorders.
2. Wholesaler will also list all Manufacturer Backorders on its ordering website and the MMCAP Infuse Participating Facilities can call customer service.
3. Notifications of Manufacturer Backorders will be provided by Wholesaler's weekly "Service Flash," which is available via Wholesaler's website or push e-mail. Backorder notices will contain an expected date of resolution as well as the reason for the backorder (e.g., raw material shortage), if the information is available from the supplier. When information is not forthcoming from the supplier, the Wholesaler's standard procedure is to make the "date out" two (2) months from the notification, following up with the supplier on an every two week basis to obtain the appropriate updated information as to when products

will be available. Wholesaler's "Service Flash" will also list recalled Products, discontinued Products, and Products on allocation.

4. Wholesaler acknowledges and agrees that its policy is to kill or fill all orders at order placement unless the MMCAP Infuse Participating Facility is set up to receive backorders.
5. MMCAP Infuse Participating Facilities with questions in regard to recalled, allocated, and discontinued Products on backorder should call Wholesaler's customer service.

H. Service Levels

1. Raw and Adjusted Fill Rates will be calculated on a monthly basis for each MMCAP Infuse Participating Facility's account(s) (including 340B Drug Pricing Program accounts) serviced by the Wholesaler. Raw and Adjusted Fill Rates will also be calculated for MMCAP Infuse as a group as well as by each distribution center servicing MMCAP Infuse Participating Facilities.
2. Wholesaler must submit a Raw and Adjusted Fill Rate Report using the calculations defined below (Service Level Definitions) for each MMCAP Infuse Participating Facility, distribution center serving MMCAP Infuse Participating Facilities, and by MMCAP Infuse as a group to MMCAP Infuse on a monthly and a quarterly basis. See also Section 4.20 Mandatory Reports, for report requirements.
3. Service Levels will be defined as follows:
   a. Raw Fill Rate will be calculated by dividing the number of units delivered by the number of units ordered.

$$\textbf{Raw Fill Rate} = \frac{\textbf{Number of Units Delivered}}{\textbf{Number of Units Ordered}}$$

   Orders for Products that are not filled as a result of Wholesaler being out of stock of such Products will be considered as a line item for Product ordered in this calculation regardless of the reason for Wholesaler being out of stock.

   b. Adjusted Fill Rate will be calculated by dividing the number of units delivered by the number of units ordered minus the number of Manufacturer Backorder (MBO) units.

$$\textbf{Adjusted Fill Rate} = \frac{\textbf{Number of Units Delivered}}{\textbf{Number of Units Ordered - MBO Units}}$$

   MBO Units will include:

   - Orders for Products made but not shipped because of industry wide shortages or other issues beyond the control of Wholesaler as demonstrated by Wholesaler to the reasonable. satisfaction of the MMCAP Infuse Managing Director, lead pharmacist, and lead financial representative (e.g., Manufacturer Unable to Supply, Manufacturer Allocations, Manufacturer Backorders, Manufacturer Recalls, and Manufacturer Discontinued).
   - Purchases of Products which exceed 150% of the previous month's average demand per order.
   - Products ordered which are filled and delivered within twenty-four (24) hours of the original order.
   - Partial shipments if 75% or more of the order can be completely filled within 48 hours.
   - Unavailable Products repeatedly ordered within seventy-two (72) hours of the original order
   - Special orders requiring shipment from the manufacturer.
   - Non-stock Products that are not under contract with MMCAP Infuse.
   - Contract rolls/awards where notifications from MMCAP Infuse are received with less than 4 weeks' notice prior to transition of addition (e.g., bid year transition). Wholesaler may only include Products in MBO Units for thirty (30) calendar days after notification.

   c. Non-Contract OTC Products will not be included in the Adjusted Fill Rate.
4. Wholesaler agrees to maintain a monthly Adjusted Fill Rate for pharmaceutical Products of at least 98.5% (calculated as set forth above) for each MMCAP Infuse Participating Facility account. Pharmaceutical Products include but are not limited to: MMCAP Infuse Contract and Non-Contract prescription drug Products, MMCAP Infuse Contract OTC Products, IV solutions, contrast media, nutritionals, and anesthesia gases.
5. If the monthly Adjusted Fill Rate for pharmaceutical Products (calculated as set forth above) for a MMCAP Infuse Participating Facility account falls below 98.5%, Wholesaler will provide the affected

MMCAP Infuse Participating Facility an action plan for improvement upon request and will work in good faith to resolve the Adjusted Fill Rate issue.

6. Service level requirements for MMCAP Infuse Participating Facilities currently utilizing the Wholesaler will begin thirty (30) calendar days following the effective date of this Contract. The service level for new MMCAP Infuse Participating Facilities added to this Contract after the effective date will begin thirty (30) calendar days from the time Wholesaler receives the MMCAP Infuse Participating Facility's first order.

I. Shift Demands

The Wholesaler will perform weekly maintenance in the Wholesaler's procurement system, shifting demands for additions and deletions where applicable. The Wholesaler will use Cardinal Key, (specific for active ingredient, route, dosage form, pack size and strength), rather than NDC to aid in shift demand stocking decisions. Brand to Generic Shift**.** When a branded pharmaceutical Product patent release approaches, Wholesaler will utilize the following process to ensure MMCAP Infuse Contract Products are expedited for the newly awarded generic.

a. Ten (10) business days prior to patent expiration:
   - Wholesaler will run a sales report capturing three (3) months of purchase history on the branded pharmaceutical Product.
   - Sales history will be provided to MMCAP Infuse and a reminder sent that the Wholesaler plans to shift demand from the branded pharmaceutical Product to the awarded generic Product.
   - MMCAP Infuse will notify Wholesaler of the awarded generic Product at the same time MMCAP Infuse notifies the awarded generic Product manufacturer.
   - Wholesaler will provide MMCAP Infuse with a summary of the shift demand that occurred per distribution center.
   - Upon manufacturer launch and/or availability, Wholesaler will have demands shifted and will expedite the new MMCAP Infuse generic Contract Product into applicable distribution centers.

b. A shift demand will occur for all Product presentations for which there was a brand Product available. For example, if the brand Product was available in 100-count bottles, 500-count bottles and unit dose packaging (UD100ea x 1), Wholesaler will shift demand generically for all three presentations, if available.

c. Shift demands will be converted even if bottle or package size varies. For example, if the brand Product was available in 60-count bottles but the generic Product is available in 100-count bottles, demand will be shifted to the 100-count bottles.

d. Shift demands will not take place on additional bottle sizes or unit dose packaging that was not previously available unless Wholesaler is directed by MMCAP Infuse to do so. MMCAP Infuse will notify Wholesaler of expected shift demands through its weekly contract update process.

1. Generic to Generic Shift. Wholesaler will process shift demands for multi-source generic Products added to contract upon notification of an award from MMCAP Infuse. Wholesaler has ten (10) business days from the time of MMCAP Infuse notification or until the product effective date, whichever is later, to have the new generic Product loaded, viewable, and stocked at each distribution center where there is MMCAP Infuse contract and/or non-contract usage for equivalent generic Products. This time line assumes that the manufacturer has the Contract Product ready to ship to the Wholesaler on the effective date specified. Wholesaler will provide MMCAP Infuse with a summary of the shift demand that occurred per distribution center.

2. Additional Services and Activities

a. Wholesaler will provide a weekly price change report to MMCAP Infuse to assist in monitoring price reductions for multi-source generics. Wholesaler will do shift demands for price decreases upon MMCAP Infuse request.

b. Weekly maintenance is run in the Wholesaler's procurement system, shifting demands for additions and deletions where applicable.

4.6 Management of MMCAP Infuse Contract Products

A. Price Loading and Pricing Accuracy

1. Wholesaler will be responsible for processing the MMCAP Infuse Contract File Updates, or the files sent to the Wholesaler by MMCAP Infuse which specify the Products and pricing that MMCAP Infuse has negotiated with its contracted manufacturers. Wholesaler will load and make viewable in its ordering

system(s) all data lines from MMCAP Infuse's Contract File Update notifications within five (5) business days from the date of receipt or by the MMCAP Infuse Contract File Update effective date, whichever is later. When manufacturer verification is needed in order to load an MMCAP Infuse Contract Product and the MMCAP Infuse-contracted manufacturer has not responded or provides data that is inconsistent with the MMCAP Infuse Contract File Updates, Wholesaler will promptly notify MMCAP Infuse in writing no later than two (2) business days (after the five (5) business days allowed for Wholesaler processing).

2. Wholesaler agrees that any notice received from an MMCAP Infuse-contracted manufacturer or supplier for a price or Product change on an MMCAP Infuse Contract Product will be forwarded to MMCAP Infuse in the form of a weekly contract change report (see Section 4.20, Mandatory Reports). Wholesaler agrees to provide credits/rebills at no charge to correct pricing in the event that MMCAP Infuse and its contracted manufacturers disagree in regard to price and Product loading.
3. Price change reports will be available to all MMCAP Infuse Participating Facilities at any time via Wholesaler's ordering system(s).
4. Provided that Wholesaler has received all requested account set-up information, Wholesaler will have all MMCAP Infuse contract and individual contracts loaded prior to the MMCAP Infuse Participating Facility's first order. This includes all tiered contracts, if applicable, per receipt of documentation from the supplier.

B. Product Additions/Deletions

1. Wholesaler will process product adds/deletes/price changes based on documentation received from manufacturers/suppliers and perform weekly audit of previous week changes, notifying MMCAP Infuse of any specific discrepancies in writing to the MMCAP Infuse Contracts Box at MMCAP.Contracts@state.mn.us . In addition to providing specific discrepancies, Wholesaler will support the product adds/deletes/price changes process through the weekly Contract Change report which lists all changes made within the past week to the MMCAP Infuse contract (see Section 4.20, Mandatory Reports).
2. Wholesaler agrees to maintain an Adequate Supply for a Product that is added to the MMCAP Infuse contract due to a change in the NDC number, Product deletion, and replacement of a Product by the manufacturer, and in situations where Wholesaler is notified that MMCAP Infuse has determined a need to switch its procurement selections. Immediately upon notification of the change, Wholesaler will generate a usage report for the old item. This report will be used to decrement the old item(s) and increment the new item(s) as needed, to procure Product in a timely manner to satisfy MMCAP Infuse Participating Facilities' needs.

C. Convenience and Individual Contracts

1. MMCAP Infuse Contract Products priced at Wholesale Acquisition Cost – zero percent (WAC - 0%) will be reported as on-contract purchases based on receipt of supplier documentation effectively adding the item to the manufacturer/suppliers' contract.
2. Wholesaler agrees that contract purchases for WAC – 0% will receive Wholesaler's service fee discount, as set forth in Attachment C, Service Fee Discount Matrix.
3. Wholesaler will not charge any delivery fees for MMCAP Infuse Contract WAC – 0% Products if they fall within the MMCAP Infuse Participating Facility's normal delivery schedule, as set forth in Attachment B, Discounts and Fees.
4. Upon request of an MMCAP Infuse Participating Facility Wholesaler will supply and distribute Products acquired under contracts individually negotiated with (e.g., pharmaceutical) manufacturers by an MMCAP Infuse Participating Facility and notify MMCAP Infuse of individually negotiated contract attachment. Service fee discounts will be applied to purchases made from MMCAP Infuse Participating Facility individually negotiated contracts, in accordance with Attachment C, Service Fee Discount Matrix.

D. Product Expiration Dating

1. At a minimum, expiration dating for all MMCAP Infuse Contract Products and Non-Contract Products delivered under this Contract must have a minimum shelf life of six (6) months expiration dating remaining upon delivery to the MMCAP Infuse Participating Facilities.
2. Wholesaler will facilitate special dating product requests as requested by the MMCAP Infuse Participating Facility based on what is available from the product's manufacturer/supplier.
3. Shipment of Product with expiration dating of less than six (6) months requires the prior approval of the MMCAP Infuse Participating Facility before release and delivery of the short-dated Product.
4. If Wholesaler distributes short dated Product to an MMCAP Infuse Participating Facility without prior approval, the Product may be returned to Wholesaler, with the MMCAP Infuse Participating Facility

being credited for the return, subject to Attachment A, Section 4.13 H, Goods Returned to the Wholesaler.

D. Service Organization Controls

Service Organization Controls (SOC) allow organizations to demonstrate that processes and practices are within required levels of oversight across their organization, specifically, monitoring of unusual system activity, authorized and unauthorized system configuration changes, and user access levels. Wholesaler is expected to conduct SOC reporting to validate quality assurance and quality control processes, and to provide SOC reporting, as requested by MMCAP Infuse or any MMCAP Infuse Member, as long as mutually agreed Non-Disclosure Agreement is in place.

4.7 Distribution Center Environmental Conditions

A. Compliance

1. Wholesaler will comply with U.S. Department of Transportation in Title 49 of the Code of Federal Regulations, International Air Transportation Association (IATA) and International Dangerous Goods Code (IMDG) regulating the ground, air and vessel transportation of hazardous materials. This includes having strict policies to comply with regulatory requirements with regards to picking, packing, and transporting specialize materials.
2. Wholesaler will be held accountable to reviews of industry guidance for testing and qualification of cold chain systems related to refrigerated storage and packaging. Some of these guidelines include, but are not limited to: USP (United States Pharmacopeia) - General Guidance Chapter 1079, Good Storage and Shipping Practices, American Society for Testing and Materials, ASTM D 3103-99 Standard Test Method for Thermal Insulation Performance of Distribution Packages, and the International Safe Transit Association.
3. Wholesaler is required to comply with supply chain integrity, as to ensure patient safety. The Wholesaler will use tested redundancy effective environments for both winter and summer shipping conditions, guaranteeing that products arrive within the specified temperature and handling parameters specified by the manufacturer/supplier.
4. In extreme weather conditions or regional emergency situations that may cause delivery delays due to concerns with keeping the product within the specified temperature and handling parameters specified by the manufacturer/supplier, Wholesaler will provide timely notification to all impacted MMCAP Infuse Members.

B. Daily Environmental Conditions

1. Wholesaler is required to ensure conditions related to temperature, relative humidity, light, and air quality are tracked in the distribution centers through conducting at a minimum daily recordings and controls.
2. Wholesaler is required to keep records, documenting the daily environmental conditions in all dry/room temperature areas in each of its distribution centers including the refrigeration and freezer areas where products are stored and retain those data logs.
3. While it is generally understood that the Wholesaler's data logs regarding storage conditions are for internal use only, Wholesaler with work with MMCAP Infuse and MMCAP Infuse Members with any reasonable request regarding these logs.

4.8 Ordering Equipment

A. Ordering System

1. Wholesaler will provide to each MMCAP Infuse Participating Facility an ordering method that allows the facility to quickly and accurately order MMCAP Infuse Contract Products, within the technological capabilities of the MMCAP Infuse Participating Facility. At a minimum, Wholesaler's ordering system must provide the following functionalities:
    a. Clearly identify all eligible MMCAP Infuse Contract Products and whether these Products are in stock
    b. Build and place electronic orders
    c. Review pending orders for correctness and contract compliance
    d. Provide online allocation of ordered amounts
    e. Receive Order Confirmation reports

2. Wholesaler currently supports the following ordering methods: Internet-based ordering system, EDI, direct call to customer service, mobile device ordering, and fax orders. All ordering methods described below require minimal setup and implementation work with the exception of EDI.
    a. **Order Express™** – is a web-based order entry and inventory management system that will provide MMCAP Infuse Participating Facilities with real-time access to up-to-date product information including product availability, immediate order confirmations, 36 months of purchase history for reporting, and other reporting capabilities.
    b. **EDI Capabilities** – Wholesaler's EDI solutions can accommodate any inbound (ANSI X.12) and outbound (ANSI X.12, comma delimited, and flat file) data translation. The Wholesaler facilitates several EDI transactions, including item price catalogs (EDI 832), sales reporting (EDI 867) and a number of specialized transactions. The process for Electronic Purchase Orders begins with the receipt from a customer of an EDI PO (850), followed by the delivery to the customer of an Order Confirmation (855), an Advanced Shipment Notice (ASN) (856) is created once the order is picked, then an Electronic Invoice (810), which is followed by a Electronic Funds Transfer Remittance Advice (820) from the customer. The Wholesaler is required to support all 810, 894 and 880 EDI protocol documents for electronic invoicing as well as 820 notices for electronic remittances. If an MMCAP Infuse Participating Facility chooses to implement an EDI solution, Wholesaler will have a dedicated staff who will work with the MMCAP Infuse Participating Facility and the third party vendor to develop the appropriate interface to begin trading files.
    c. **Punch-Out Option -** Wholesaler offers a punch-out option on Order Express, utilizing standard cXML and EDI integration technologies. With punch-out, an MMCAP Infuse Participating Facility can gain the full use of the advanced Order Express ecommerce platform. Advantages of a punch-out versus a hosted catalog (EDI updates) include real time stock status and pricing, intelligent order analysis tools, and the ability to collaborate within Order Express on the building and review of orders. In addition, with punch-out technologies, retention all of the capabilities and benefits of a third-party system including order approval, accounts payable and receivables processes, and others as per the capabilities of the specific software.

        Wholesaler will partner with MMCAP Infuse Members on punch-out implementations, however, due to resource requirement to interface with third party solutions, there are fees associated with performing this option. Fees associated with punch-out implementations are found in Attachment B.
    d. **Mobile Order Express with MC40** - allow a user to build and place an order, perform physical inventory and receive their shipment of orders all on the device with no need to cradle or sync to a computer. The Mobile website seamlessly integrates with the desktop experience on Order Express giving the user easy access to the best of both features. With instant synchronization of data between the desktop and mobile experience, any user can review and modify actions throughout the ordering process. The MC40 scans directly in the Mobile Order Express website obtaining the most recent catalog and pricing which provides the pharmacy with accurate stock and pricing information.

        The MC1000/MC2180 is a basic scanner that builds an order, takes inventory offline, and syncs with Order Express to allow easy access to ordering and inventory files. The basic scanner carries a limited catalog of available products and displays product details remotely on the device.
    e. Order Express Application. – A FREE app that that can be utilized on any Android or iOS Smartphone or tablet. The app turns the device into a scanner allowing you to build daily orders or perform periodic inventories. Email order or inventory files right to the computer without the need to sync data and then import into Order Express. The app comes with over 100,000 products that are updated every month increase your scan accuracy ensuring orders and inventories are accurate.

B. Software and Devices

1. Wholesaler agrees that all fees charged for software and/or ordering devices will be listed in Attachment B, Discounts and Fees.
2. Wholesaler's handheld devices require the installation of Microsoft's Active Sync 4.5 which is currently provided by Microsoft as freeware.

3. Bundled with Order Express is CSOS Anywhere, the Wholesalers online CSOS application, which allows secure electronic controlled substances ordering and eliminates the need for paper DEA Form 222. CSOS Anywhere is entirely online, requires no software installation, and is accessible from any computer and many mobile devices. The online certificate management, allows a MMCAP Infuse Participating Facility to upload their DEA signing certificates, enabling CSOS Anywhere to automatically apply the proper certificate. CSOS Anywhere also provides increased accessibility from multiple workstations/devices at a time, as it is entirely online.
4. Wholesaler offers a free iPhone and Android app which allows MMCAP Infuse Participating Facilities to use their smart devices to scan products to build orders, inventories or perform their daily receiving. Benefits of the app include:
    a. No cost
    b. Inventory in either full or partial counts
    c. No software or special admin rights to transmit the inventory from the app to the computer; simply send an email and save the attachment to the desktop.
    d. Faster, more accurate scanning with intuitive interface
    e. Can be used on as many or few devices or times as preferred; then can simply be deleted from the phone; everyone who has a smartphone, on a MMCAP Infuse Participating Facility's team can participate simultaneously
    f. Immediate access to over 100,000 catalog items, with the ability to look-up alternatives and substitutes, while scanning the shelf, to build an accurate order.

C. Installation and Training

1. Wholesaler agrees that all provided software and ordering devices will be fully functional at time of installation.
2. Software updates, system changes, and training will be facilitated through a variety of communication methods. Scheduled maintenance as well as new Product offerings and enhancements will be detailed on the MMCAP Infuse Participating Facility's Order Express home page. Training can either be provided on-site by the business/IT team or the MMCAP Infuse Participating Facility will have the option to participate in application training webinars.
3. Wholesaler's software for CSOS and Mobile Solutions can be downloaded from the Internet. System requirements and installation instructions for CSOS and Mobile Solutions will be available from Wholesaler upon request.
4. Training will include:
    a. Proper use of order entry devices including computer and hand held units
    b. How to access and interpret Wholesaler's inventory status
    c. Order placement process (Product inquiry, placement, order edit, printback confirmation, etc.)
    d. Any required ordering system maintenance
    e. Downloading price changes
    f. Performing file maintenance
    g. Requesting or printing bar code labels
    h. Download/Run/Print/Export contractually required reports
    i. Operation of Inventory Management program
    j. Identifying MMCAP Infuse Contract Products (e.g., contract ranking)
    k. Where applicable, CSOS Anywhere, including how to upload DEA signing certificates
    l. Any other commercially available training in use of the equipment or ancillary items
    m. Contact information in case of questions regarding ordering
    n. Training guides or manuals and system operating manuals, accessible on-line (including all updates), for all equipment and software furnished by the Wholesaler to each individual ordering facility
    o. Assigning of account login IDs and passwords
    p. Item Return Processing Training
    q. Technical support to interface hand held devices with each facility's PC/network infrastructure.
5. Wholesaler will make available to each facility online training documents and videos for the Order Express ordering system being used by the MMCAP Infuse Participating Facility that outlines all of the functions on the online ordering tool. Wholesaler will work with MMCAP Infuse to develop other training processes.

D. Inventory at an MMCAP Infuse Participating Facility

Wholesaler will provide, at no cost to the MMCAP Infuse Participating Facility, training, software, and reports to perform an onsite inventory. Extra handheld devices and hiring a physical inventory company is not

included in these services. Requests for inventory support need to be made directly with the MMCAP Infuse Participating Facility's Wholesaler account representative or customer service. Wholesaler recommends at least fourteen (14) calendar day lead time to reserve extra handheld devices for use in performing inventory; Wholesaler will take reservations for handheld devices up to 60 calendar days prior to the inventory date. MMCAP Infuse Participating Facilities may also request a set of shelf labels to be printed using the facilities' purchase history. The labels can be printed in Brand or Generic name order for ease of use. Training on the inventory procedure may be on-site or online.

E. Ordering System(s) Back-up Service, Maintenance

Wholesaler agrees to provide all software updates and system maintenance at no cost for the term of this Contract. Order Express, while web-based, requires routine maintenance. Wholesaler agrees that maintenance on the ordering system will only occur on weekends and MMCAP Infuse Participating Facilities will be notified in advance. The Wholesaler reserves a maintenance window Order Express of Saturday 8pm through Sunday 8am EST. Faxes and calling the customer service department will serve as back-ups for Wholesaler's ordering system.

F. Label and Marking

Wholesaler's online ordering system, Order Express, will print shelf labels, on-site, on demand. MMCAP Infuse Participating Facilities may also call Customer Service to request shelf labels. Wholesaler can provide contract status on its shelf labels. Wholesaler's sticker has a contract identifier, for prescription pharmaceuticals, which identifies if the item was purchased from an eligible contract.

4.9 Order Placement

A. Wholesaler's Ordering System(s)

1. Wholesaler's ordering system(s) will display the following information:
    - MMCAP Infuse Participating Facility's name
    - Wholesaler assigned account number
    - Product Name
    - Wholesaler's Product Number
    - Generic Name
    - Product Description
    - Strength
    - Packaging
    - Manufacturer
    - Unit dose indicator
    - Form (e.g., tablet, capsule, etc.)
    - National Drug Code (NDC) for applicable Products
    - Average Wholesale Cost (AWP when available)
    - Orange Book Rating – Referred to as AB rating
    - Universal Product Code (UPC), where applicable
    - Product Control Schedule (e.g., CII)
    - DEA number (where applicable)
    - HIN (where applicable)
    - Type of contract – contract identification or code that identifies product as an MMCAP Infuse Contract Product, Non-Contract, 340B Drug Pricing Program contract, or alternate contract Product
    - Contract price (specific to the pricing and contract eligibility of each MMCAP Infuse Participating Facility).
    - Product denoted as available as a Drop Shipment
    - Product inventory status (e.g., stocked, unavailable due to MBO, Wholesaler Out of
    - Stock, or allocation situations)
    - Real-time Product inventory quantity available (Product in stock minus those allocated
    - to orders)
    - Alternate Product search option
    - Product inquiry search option
    - Automatic substitution information option

- Average Wholesaler Price, when available

2. Wholesaler's ordering system(s) cannot display the following information:
   - Universal Product Number (UPN), - not currently on development plans for an addition to ordering systems(s) data fields
   - Wholesale Acquisition Cost
3. Wholesaler agrees that all new MMCAP Infuse Participating Facilities will be started with a standard default ordering set-up to ensure MMCAP Infuse contract compliance. This default set-up will be approved by MMCAP Infuse prior to being deployed.
4. MMCAP Infuse Contract Products and MMCAP Infuse Participating Facility individually negotiated contracts will be loaded in the prime or first position (with price being the ranking determinant between MMCAP Infuse Contract Products and individually negotiated contracts) upon initial set-up and ongoing, and be visible in Wholesaler's ordering system. This prime or first position includes being in the prime or first position ahead of the Wholesaler's generic portfolio. In situations where the MMCAP Infuse Contract Product and another item are the same price, the MMCAP Infuse Contract Product and price will be loaded and visible. When there is a lower cost option for which there is a shared NDC, the lower cost option will be visible. Wholesaler's ordering system will clearly identify MMCAP Infuse Contract Products.
5. Wholesaler's ordering screen will clearly identify special orders such as controlled substances (e.g., CIIs), Drop Shipments, and Closed Distribution Products. Closed Distribution Products and Drop Shipment Products are identified in the Stock Status and/or Notes fields. Drop Shipment Products are denoted with a "DSHP" within the item description.

B. Automatic Substitution

Automatic substitution will only be permitted upon specific request by an MMCAP Infuse Participating Facility, with prior written notification provided by Wholesaler to MMCAP Infuse. In instances where the Wholesaler uses the Automatic Substitution process, the MMCAP Infuse Participating Facility must be notified of the substitution and the substituted Product must be annotated as such on the MMCAP Infuse Participating Facility's Order Confirmation. Once such an agreement is entered into between the Wholesaler and the MMCAP Infuse Participating Facility, the Wholesaler will be required to maintain an Adequate Supply of the alternate Product. There will be no commitment to buy the alternate Product and any order consisting of alternate Products will still require the prior approval of the MMCAP Infuse Participating Facility. Automatic substitution by the Wholesaler without the MMCAP Infuse Participating Facility's prior approval is prohibited. Upon request, Wholesaler will supply MMCAP Infuse with a list of facilities using automatic substitution.

C. Confirmation Printback/Order Confirmation

1. All orders processed through Wholesaler's electronic ordering system will receive a Confirmation Printback or Order Confirmation generated from the Wholesaler's system and sent to the ordering MMCAP Infuse Participating Facility. Order Express can generate an immediate Order Confirmation is provided to the user. Additionally, the MMCAP Infuse Participating Facility can elect to have the Order Confirmation print automatically to a local printer for each order submitted.
2. Any additional fees for Product distribution will show as a separate line charge on an invoice, but not on the Order Confirmation.
3. Order Confirmations can be viewed on Order Express once the order has been allocated. The timeframe for allocation is approximately five (5) minutes from the time Wholesaler receives the order. If the MMCAP Infuse Participating Facility chooses to receive an EDI Order Confirmation, the Order Confirmation is still generated at the time of allocation, however the file may take anywhere from 10 to 30 minutes to be transmitted to the MMCAP Infuse Participating Facility to allow for file translation time.

D. Controlled Substances Ordering System (CSOS)

1. Wholesaler's Controlled Substance Ordering System, CSOS Anywhere will allow MMCAP Infuse Participating Facilities to submit secure, electronic orders for controlled substances, eliminating the need for paper DEA Form 222.
2. CSOS Anywhere is bundled with Order Express.
3. Where needed by a MMCAP Infuse Member, Wholesaler's standard turnaround time for the hard copy version of DEA Form 222 is 24 hours to 48 hours, depending on location. If CSOS orders are received by the distribution centers' cutoff time, they will be delivered the next day.
4. Controlled substances ordered on a hard copy version of DEA Form 222 will be shipped upon Wholesaler's receipt of the form or on the Next Scheduled Delivery Day. Wholesaler will not impose

any additional shipping charges for ordering controlled substances if the controlled substances are shipped separately from the original order or on the Next Scheduled Delivery Day.

5. For controlled substance orders using electronic CSOS (electronic DEA Form 222), Wholesaler's standard turnaround time is 24 hours. Wholesaler will not apply additional shipping charges for controlled substances when shipped separately from another order due to process delays.
6. All fees for the use of CSOS or for using the hard copy version of DEA Form 222 will be listed on Attachment B, Discounts and Fees.

E. Technical Support for Ordering

Wholesaler's technical support is available from 7:00 AM – 8:00 PM EST, Monday through Friday, by calling 1-833-518-4555. Wholesaler's technical staff on site will check voicemail every hour and will respond in the order the voicemail is received. From 8:00 PM until 7:00 AM EST and on weekends, the line will transfer to an off-shore Wholesaler staff member.

F. 340B Drug Pricing Program

Wholesaler is and must remain for the term of this Contract an Authorized Distributor for the 340B Drug Pricing Program. Wholesaler is required to provide notice in writing to MMCAP Infuse, immediately, in the event of a status change. For MMCAP Infuse Participating Facilities that are eligible and participating in the 340B Drug Pricing Program, the Wholesaler will maintain separate purchasing accounts to separate ordering MMCAP Infuse Contract Products from 340B Drug Pricing Program contract products. Each account will be set up with default contract-priority rankings that allow the MMCAP Infuse Member to access the lowest cost contract product when an NDC is ordered.

Wholesaler is required to have sufficient subject matter expertise available to MMCAP Infuse Participating Facilities to support the complex intricacies of this program.

Service fee/cost of goods discounts are to be applied to 340B purchases, with the exception of the Apexus Source contract which only covered entities who roster with Apexus are eligible to receive. All 340B purchase volume to be included in the total purchasing volume for the state, as it relates to the service fee/cost of goods discount volume matrix.

4.10 Delivery

A. Routine Delivery

1. Wholesaler agrees that all fees charged for delivery will be listed on Attachment B, Discounts and Fees. Wholesaler will not charge any additional fees for routine service to Alaska or Hawaii.
2. All routine scheduled order shipments will be F.O.B. destination, freight prepaid.
3. Wholesaler will provide delivery services based on average monthly purchasing volume as summarized below. Scheduled delivery days will be communicated at setup.

Average Monthly Purchasing Volume	Number of Free (No-Charge) Deliveries per Week
$0 - $25,000	5*
$25,000 and up	5**

* One mid-week delivery per week for MMCAP Infuse Participating Facilities located in Hawaii.
** Two mid-week deliveries per week for MMCAP Infuse Participating Facilities located in Hawaii.

4. Wholesaler agrees that it will not charge a fuel surcharge for the term of this Contract and any extensions.
5. Wholesaler will provide a daily order and delivery schedule for each MMCAP Infuse Participating Facility, with a delivery window of 7 AM to 3 PM, Monday through Friday, depending upon the MMCAP Infuse Participating Facility location and distance from the distribution service center providing service to that MMCAP Infuse Participating Facility. For any deliveries made after 3PM local time, Wholesaler will obtain approval from the MMCAP Infuse Participating Facility. All deliveries will be made next day or on the Next Scheduled Delivery Day (excluding Alaska and Hawaii), unless communicated otherwise.

The table below identifies the distribution center local cut-off time at each of Wholesaler's facilities:

Distribution Center	Local Cut-Off Time
Wheeling	8:00PM EST
Aurora	8:00PM CST
Greensboro	8:00PM EST
Swedesboro	8:00PM EST
Seattle*	8:00PM PST
Valencia*	8:00PM PST
Syracuse	8:00PM EST
Boston	8:00PM EST
Knoxville	8:00PM EST
Lakeland	8:00PM EST
Sacramento*	8:00PM PST
Hudson	8:00PM CST
Dallas	8:00PM CST
Kansas City	7:00PM CST
Phoenix	8:00PM PST
Jackson	7:00PM CST
St. Louis	7:00PM CST
Denver	8:00PM MST
Houston	8:00PM CST
Salt Lake	8:00PM MST

* Local cut-off time for service does not apply to servicing Alaska or Hawaii.

6. Orders received Monday through Thursday will be delivered the following day. Orders received Friday will be delivered the next business day (Monday). Wholesaler's distribution centers will make a good faith effort to deliver before noon local time. Instances in which an existing MMCAP Infuse Participating Facility delivery time would change from morning to afternoon, Wholesaler is required to obtain MMCAP Infuse Participating Facility approval.
7. Wholesaler will provide a Holiday Schedule to each MMCAP Infuse Participating Facility and MMCAP Infuse throughout the term of this Contract. Wholesaler will notify MMCAP Infuse Participating Facilities of the holiday schedule by using tote stuffers.
8. Wholesaler usually makes normal deliveries via its contracted couriers. Wholesaler generally has multi-year agreements with third-party couriers who are qualified in quality and reliability in each delivery area they serve. Each courier representative completes mandatory overall and customer-specific training, drug screening, and possesses the necessary vendor certifications and licensure to fulfill their deliveries. Wholesaler requires drivers to be appropriately dressed so they can be easily identified by MMCAP Infuse Members. Wholesaler is to prohibit clothing that is inappropriate, by including specific provisions within the terms and conditions negotiated with the contracted couriers.
9. In the event of a contracted courier change, Wholesaler will provide the affected MMCAP Insure Member(s) with proper and timely communication related to the change, providing this notification as far in advance as possible. In addition, Wholesaler will provide notification to the MMCAP Infuse's Authorized Representative of the resulting contracted courier changes.
10. Delivery to locations outside of the continental US will be accomplished via commercial air, vessel, and local couriers.
11. Wholesaler will stock and deliver Products that require special handling and shipping, such as controlled substances, refrigerated or temperature-controlled Products, oncology or chemotherapy Products, and any hazardous materials. Wholesaler will only ship hazardous materials as allowed by the appropriate government regulations.
12. Same day delivery is not available unless the service can be available through emergency delivery.
13. Damaged Products must be reported to Wholesaler's customer service department as set forth in Section 4.13 I, Goods Returned to Wholesaler, and applicable credits will be issued within three (3) business days from receipt of the damaged item.

14. Lost Products must be reported to Wholesaler's customer service department as set forth in Section 4.13 I, Goods Returned to Wholesaler. Upon reconciliation, Wholesaler will apply credit for lost items as applicable within three (3) business days.
15. Wholesaler will develop metric reporting on damaged product/short product, available upon demand by MMCAP Infuse or MMCAP Infuse Members, WHOLESALER uses a metric called Defects Per Million Opportunity (DPMO), which tracks damages, shorts, etc. and can be made available upon request by MMCAP Infuse or MMCAP Infuse Members.
16. Wholesaler must have the ability to ship palletized deliveries via freight companies and must be able to use large companies for dock deliveries instead of small couriers. Orders should be shipped as ordered (by case or by pallet) to the facility so they can be properly unloaded and stored. Wholesaler will ship palletized and case quantity orders on a weekly or twice monthly basis for all distribution centers.
17. MMCAP Infuse agrees to work with Wholesaler on abusive situations involving MMCAP Infuse Participating Facilities which request special delivery vehicles or methods for routine deliveries.

B. Drop Shipments

1. All fees associated with Drop Shipments are listed in Attachment B, Discounts and Fees.
2. The Wholesaler will act as a conduit to expedite and simplify the ordering and payment of drop shipped Products.
3. Unless approved by the MMCAP Infuse Participating Facility, Drop Shipments directly from product suppliers for recurring orders are prohibited.
4. Products requiring Drop Shipment must be easily identified in Wholesaler's ordering system(s). Wholesaler's Drop Shipment Products are denoted in Order Express as DSHP.
5. Timelines for the delivery of Drop Shipment Products will be made per the request of the MMCAP Infuse Participating Facility (e.g., expedited shipment, standard delivery, etc). Wholesaler will place Drop Shipment requests with manufacturers or suppliers within one (1) business day of receiving the request from the MMCAP Infuse Participating Facility.
6. In the event that Wholesaler is unable to fill an MMCAP Infuse Participating Facility's order for an MMCAP Infuse Contract Product, Wholesaler will have the Product drop shipped directly from the manufacturer. The MMCAP Infuse Participating Facility will not be assessed a fee for this shipment.

C. Delivery for Special Products

1. Wholesaler will maintain appropriate temperatures and environmental conditions in accordance with manufacturer requirements for delivery to the MMCAP Infuse Participating Facilities. All refrigerated Products will be shipped in returnable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Wholesaler will use phase change panels to maintain orders at proper temperatures.
2. All Products will be adequately packaged by Wholesaler. If an MMCAP Infuse Participating Facility refuses Product that has been inadequately packaged, the MMCAP Infuse Participating Facility must notify Wholesaler's customer service department to log the complaint. Any costs associated with the return of Product due to improper packaging or transport will be at the expense of the Wholesaler.
3. Wholesaler will comply with all DEA requirements for controlled substances. To help ensure that the Wholesaler is operating within full compliance of all applicable laws, rules and regulations, Wholesaler deploys a Suspicious Order Monitoring (SOM) program. This program uses threshold methodology that is continually developed and refined by Wholesaler's Quality and Regulatory Affairs (QRA) department. The methodology is based upon a variety of factors, including the prescription volume of the pharmacy and the historical purchase volumes supplied to Wholesaler. Each unique DEA number within the MMCAP Infuse Member's network will have its own customized ordering thresholds.

   MMCAP Infuse Participating Facilities' orders will be tracked according to the above-described methodology. Wholesaler will communicate with the MMCAP Infuse Participating Facility's pharmacy personnel before thresholds are reached, to allow the MMCAP Infuse Participating Facility to conduct a review of their pharmacy's purchases and to determine the legitimacy of those orders in light any changes in purchases for that particular DEA-registered location.

   In the event that regulatory action is taken against a distribution center, the Wholesaler will ensure continuity of product delivers to the impacted MMCAP Infuse Members by shipping controlled substances from a back-up distribution center, already identified as part of Business Continuity

planning.

4. Wholesaler must not distribute MMCAP Infuse Contract Products through associated specialty distributors without the prior written approval of MMCAP Infuse or without the manufacturer requiring the Wholesaler to do so. Wholesaler has a relationship with Cardinal Health 108, LLC d/b/a Specialty Pharmaceutical Distribution (SPD). SPD is a wholly owned subsidiary of Cardinal Health, Inc. MMCAP Infuse acknowledges that certain MMCAP Infuse-contracted suppliers have limited distribution networks and that Cardinal Health SPD will be distributing these manufacturers' products for MMCAP Infuse Participating Facilities. Wholesaler is required to apply service fee/cost of goods discounts to any MMCAP Infuse Contract Products distributed by Cardinal Health SPD, as set forth in Attachment C, Service Fee Discount Matrix, and ensure that MMCAP Infuse is paid the distributor administration fee on same said products distributed by Cardinal Health SPD. Wholesaler is also required to ensure that sales distributed by Cardinal Health SPD are included in the Sales Data Report, as specified in Section 4.20 Mandatory Reporting.
5. In the event a manufacturer charges Cardinal Health SPD for shipping due to an expedited request by an MMCAP Infuse Participating Facility, Wholesaler will line item invoice the MMCAP Infuse Participating Facility for the same shipping cost charged by the manufacturer. Backup documentation will be available upon request for any shipping fees that are charged to the MMCAP Participating Facility for products supplied by Cardinal Health SPD.

D. Delivery of Bulky Items.

Bulky items are those products that may be exceptionally cumbersome to deliver. Examples of these products may include cases of nutritional products, IV fluids, etc. In the event that the MMCAP Infuse Participating Facility approves the Wholesaler's request to have bulky items drop shipped, the product manufacturer and drop-ship notification is to be annotated on the MMCAP Infuse Participating Facility's order confirmation.

Service fee/cost of goods discounts are required to be applied to orders for bulky items for which MMCAP Infuse has a contract, as set forth in Attachment C, Service Fee Discount Matrix.

E. Emergency Order, Placement and Delivery

Wholesaler's procedure for placement of emergency orders during non-business hours will be made available to each MMCAP Infuse Participating Facility upon startup of service. Each MMCAP Infuse Participating Facility will be provided twelve (12) emergency orders per calendar year free of charge. Any additional emergency orders beyond the twelve per year that are free will be assessed a fee as detailed in Attachment B, Discounts and Fees. An emergency order is defined as one necessary for immediate and specific patient care which falls outside the normal order and delivery parameters. Using air and ground options, Wholesaler will exhaust all resources in delivering emergency Product in the most timely and efficient methods. Air services may be used at the discretion of the Wholesaler based on the severity of the emergency situation. Wholesaler will make a good faith effort to make emergency deliveries within four (4) hours following receipt of the order; emergency deliveries to Alaska and Hawaii will likely take longer. OTC Products are not considered necessary for immediate and specific patient care and therefore do not qualify for free emergency orders. Service fee discounts will be applied to emergency orders as set forth in Attachment B, Discounts and Fees.

4.11 DSCSA (Pedigree)

In the passage of the Drug Quality and Security Act (H.R. 3204) on November 27, 2013, Title II of the Act (DSCSA), establishes a national system for tracing pharmaceutical products through the supply chain and sets national licensing standards for wholesale distributors. This legislation preempts state pedigree and serialization laws.

As the DSCSA has a national licensing standard requirement for pharmaceutical wholesalers, Wholesaler will maintain licensing standards such that it remains an Authorized Trading Partner. If there is a licensing standards issue, whereby the FDA deems the Wholesaler no longer eligible to have the status of an Authorized Trading Partner, for any of its legal entities or a specific distribution center, Wholesaler will provide prompt written notification to MMCAP Infuse.

If any new transitions of the DSCSA which require change(s) to the Wholesaler's current pharmaceutical distribution procedure(s), a minimum of 30 calendar days' notice of the change(s) will be provided so MMCAP Infuse Participating Facilities can prepare.

Wholesaler will retain all 3T Data per the requirements specified by the DSCSA, a minimum of six (6) years, for MMCAP Infuse Members served by the Wholesaler, regardless of whether or not the MMCAP Infuse Members are presently utilizing the Wholesaler for pharmaceutical distribution services. Access to the 3T Data, for the required timeline, will be provided at no charge to MMCAP Infuse Members. Access will be consistent with the requirement to respond to the FDA within 48 hours for product inquiries.

MMCAP Infuse Participating Facilities will have the responsibility of utilizing the third-party end user agreement to document that the Wholesaler will hold and retain 3T data.

As part of the quarterly executive business review with MMCAP Infuse, the Wholesaler will be required to provide updates on DSCSA transitions and how the Wholesaler is integrating compliance aspects into its work deliverables to MMCAP Infuse Participating Facilities and MMCAP Infuse.

4.12 Contract Compliance

A. On-Contract Purchasing

Wholesaler agrees to encourage MMCAP Infuse Participating Facilities to purchase MMCAP Infuse Contract Products. Wholesaler must not condone or encourage in any way the purchase substitution of an MMCAP Infuse Contract Product with that of a Non-Contract Product. However, if the purchase substitution is to a product within the product portfolio(s) available to MMCAP Participating Facilities under the Wholesaler's Generic Drug Program (4.17 Other Value –Added Services, A. Wholesaler's Generic Drug Program), this is an allowable purchase substitution practice. To ensure overall MMCAP Infuse Participating Facility contract compliance, Wholesaler may be asked to provide, at no cost to the MMCAP Infuse State Contacts in each state served by the Wholesaler, a monthly report containing the following fields:

1. MMCAP Infuse Participating Facility name
2. Wholesaler account number
3. Contract volume (in dollars) by facility
4. Not-on-contract volume (in dollars) by facility
5. Total volume (in dollars) amounts by facility
6. Number of line items shipped to the facility

B. Compliance Calculations

Wholesaler agrees to report contract compliance using MMCAP Infuse's preferred calculations when requested by MMCAP Infuse, MMCAP Infuse Participating Facilities, or any other entities designated by MMCAP Infuse.

1. **Raw Contract Compliance:**

$$\frac{\textbf{MMCAP Infuse Contract Sales}^{a}}{\textbf{Total Sales}^{b}}$$

a. MMCAP Infuse Contract Sales: Products for which MMCAP Infuse has negotiated a contract
b. Total Sales consist of MMCAP Infuse Contract Sales, Alternate Contract Sales, Wholesaler's Generic Drug Program pricing, and non-contract sales.

2. **Adjusted Contract Compliance:**

$$\frac{\textbf{MMCAP Infuse Contract Sales}^{a} + \textbf{Alternate Contract Sales}^{b}}{\textbf{Total Sales}^{c}}$$

a. MMCAP Infuse Contract Sales: Products for which MMCAP Infuse has negotiated a contract
b. Alternate Contract Sales consist of Products purchased under the 340B Drug Pricing Program, Products purchased from contracts individually negotiated by the MMCAP Infuse Participating Facilities, and/or Products purchased from the Wholesaler's Generic Drug Program.

c. Total Sales consist of MMCAP Infuse Contract Sales, Alternate Contract Sales, and Non-Contract Sales.
d. In the event that an MMCAP Infuse Participating Facility has a 340B account, that portion of the MMCAP Infuse Participating Facility's business will be assigned a separate account number and Contract Compliance will be calculated in the same manner for that account.

3. Wholesaler will encourage the use of MMCAP Infuse Contract Products by providing training and services to MMCAP Infuse Participating Facilities during the bid roll and throughout the term of this Contract.
4. Order Express will offer "Contract Ranking" settings to assist MMCAP Infuse Participating Facilities in color coding and sets a search result ranking bringing preferred contracts to the top of the users search screen.
5. In special situations where deemed necessary, Wholesaler will provide sub logic to MMCAP Infuse to support corporate initiatives (e.g., market share agreements, contract switches and other potential formulary initiatives).
6. In the case where an MMCAP Infuse Participating Facility is denied contract pricing (e.g., vendor block), Wholesaler agrees to send notification to MMCAP Infuse via e-mail (mmcap.contracts@state.mn.us).

C. Reporting Tools

1. Wholesaler agrees to provide online electronic access to all purchasing data relating to the Products that are purchased by each MMCAP Infuse Participating Facility to MMCAP Infuse and MMCAP Infuse Participating Facilities. Wholesaler will provide a system for reporting each individual MMCAP Infuse Participating Facility's purchases, as well as be capable of running reports on select groups of facilities. Users must be able to manipulate the data to build reports based on each MMCAP Infuse Participating Facility's individual needs/requirements directly through the system or through the ability to transfer data into spreadsheets in a Microsoft Office compatible format.
2. Wholesaler agrees to provide each MMCAP Infuse Participating Facility and MMCAP Infuse with Standard and Advanced Reporting on Order Express, and Advance Reporting will be provided at no additional charge to MMCAP Infuse or to MMCAP Infuse Members.
3. At a minimum, Wholesaler will provide the following on-line reporting tools:
    - 80/20 (Velocity) Purchase Summary Report: ranks items by sales value over a designated period of time
    - Manufacturer Backorder reporting
    - Contract missed opportunities
    - Therapeutic interchange analysis
    - Brand-to-generic saving analysis
    - Budgetary forecasting and analysis
4. Wholesaler will set up a user login on Wholesaler's online ordering system for each MMCAP Infuse Member State and MMCAP Infuse with all MMCAP Infuse Participating Facility accounts for the purpose of reporting at no cost.
5. Wholesaler will provide the technology to allow one user (e.g., super-user) to run reports for several MMCAP Infuse Participating Facilities' accounts at one time.

4.13 Invoicing

A. Order Invoice

1. Wholesaler agrees that MMCAP Infuse Participating Facilities will be invoiced at the MMCAP Infuse contract price for MMCAP Infuse Contract Products, plus or minus the negotiated service fee discount, throughout the term of this Contract and any extensions. Service fee discounts will be applied to all Non-Contract Products with the exception of Non-Contract Bulky Products, as set forth in Attachment B, Discounts and Fees.
2. Wholesaler agrees that all service fee discounts will be in accordance with Attachment C, Service Fee Discount Matrix.

3. Wholesaler agrees that any fees besides cost for both MMCAP Infuse Contract Products and Non-Contract Products will be listed on Attachment B, Discounts and Fees.
4. Wholesaler will not add any fee, percentage, or other cost to the Products purchased under this Contract unless the fee, percentage, or cost is defined and approved in writing by MMCAP Infuse prior to implementation.
5. Wholesaler will submit an invoice with each order. Invoices must be only for the amount of Product delivered, not the amount ordered. Quantity ordered and quantity shipped must be based on the packaging associated with the NDC number.
6. MMCAP Infuse's definition of Bulky Products include food and food products, home healthcare products (durable medical equipment, such as walking aids, bathroom safety products, wheelchairs and accessories, scooters and lift chairs, etc.), non-contract nutritionals, school and office supplies, non-contract large volume parenterals, and non-contract IV Fluids. All service fee discounts and fees for the delivery of Bulky Products are listed on Attachment B, Discounts and Fees. No fees or special handling charges will be assessed for MMCAP Infuse contract nutritionals, MMCAP Infuse contract large volume parenterals, or MMCAP Infuse contract IV fluids throughout the term of this Contract. Service fee discounts will be applied to MMCAP Infuse Contract Products that are also Bulky Products, including MMCAP Infuse contract nutritionals, MMCAP Infuse contract large volume parenterals, and MMCAP Infuse contract IV fluids, as set forth on Attachment B, Discounts and Fees.
7. Cardinal Health SPD is required to utilize the MMCAP contract price associated with MMCAP Contract Products distributed through Cardinal Health SPD. If Cardinal Health SPD has the same NDC available through its contracting as is contracted under MMCAP, Cardinal Health SPD will provide the CIN utilizing the MMCAP contract pricing. Service fee discounts will be applied to MMCAP Contract Products that are drop shipped through Cardinal Health SPD, as set forth in Attachment C, Service Fee Discount Matrix. Cardinal Health SPD is required to stock or make available those MMCAP contracted Blood Factor and MMCAP-contracted Plasma Products, ensuring primacy of these Contract Product items. In a secondary placement, Cardinal Health SPD-contracted Blood Factor and Cardinal Health SPD contracted Plasma Products that are not MMCAP Contract Products will be billed at market price, as communicated to the MMCAP Participating Facility prior to purchase, and for which the market price may exceed WAC.
8. Except as otherwise set forth herein, any non-contract brand prescription product purchases will be invoiced at no more than WAC, unless a State specific administrative fee would require an adjustment.
9. All additional fees (e.g., service fees, shipping charges, emergency orders, etc.) charged by Wholesaler will be in line item detail separated from the product's cost and will be tied back to an original invoice number. Wholesaler's invoices have a memo field that is used to reference the original invoice in instances where fees or credits are billed to the MMCAP Infuse Participating Facility. Wholesaler will populate this memo field for all MMCAP Infuse Participating Facility orders, if applicable.
10. At a minimum, the Wholesaler's invoice will contain the following fields:
    - MMCAP Infuse Participating Facility Name
    - Wholesaler-assigned account number for the MMCAP Infuse Participating Facility
    - Invoice number
    - Invoice line number
    - MMCAP Infuse Participating Facility's purchase order number
    - Invoice date
    - Wholesaler's SKU item number
    - NDC (11 digit)
    - Controlled substance classification
    - 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
    - Type of transaction (Contract, Non-Contract)
    - Bill to address
    - Ship to address
    - Applicable omit codes (e.g., Manufacturer Backorder, wholesaler temporarily out, manufacturer discontinued, etc.)

11. Wholesaler's invoice note codes indicate the type of transaction and are as follows:

Code	Definition
T	Taxable
CO	Contract Item Override
CT	Contract
SN	Special net
CS	Source Contract
SP	Special pricing
OV	Price Override

12. Wholesaler's omit codes are:

Code	Definition
C	Dropship
2	DC out
3	Mfr out
4	Not stocked
5	Mfr disc
6	DC disc
7	Drug recall
8	New item/stock unavailable
9	Restricted item
S	Regulatory Review

13. List Chemical Designations

Code	Definition
E	Ephedrine
P	Phenylpropanolamine
S	Pseudoephedrine
L	Other List Chemical

B. Invoice Rounding

Wholesaler is required to have invoicing procedures that follow standard rounding methodology. The standard invoicing methodology will round down if the third digit after the decimal is 4 or less and round up if the third digit after the decimal is 5 or more. Wholesaler agrees that any rounding will occur at the line item.

C. Credits and Rebills

1. Wholesaler agrees to process and issue credits and rebills as manufacturer notifications are received. In the case of an invoice dispute, Wholesaler will issue credits/rebills within two (2) business days after dispute resolution.
2. Wholesaler will make credits and rebills available to each MMCAP Infuse Participating Facility online, with the option to print a hard copy.
3. Wholesaler will notify MMCAP Infuse Participating Facility of credit balances through a monthly report showing all credits that were paid and any existing credit that is still available upon request.
4. Wholesaler will provide credits issued to MMCAP Infuse Participating Facilities without an expiration date, and for all dollar amounts; credits will not be subject to a minimum amount.
5. Wholesaler agrees that in the event of a facility closure or other extreme event where the MMCAP Infuse Participating Facility will not be making another purchase through the Wholesaler, the MMCAP Infuse Participating Facility may cash out its credit(s).
6. Wholesaler agrees that if it is directed by an MMCAP Infuse Participating Facility, a credit can be transferred from one account to another account.
7. Wholesaler will clearly identify Credits as a credit.

8. The Wholesaler will take all necessary steps to ensure that credits that become available close to the end of the MMCAP Infuse Participating Facility's Fiscal Year are available for use by the MMCAP Infuse Participating Facility not later than five (5) business days prior to the end of the fiscal year.
9. Wholesaler's credit memo will contain:
    a. Original purchase order
    b. Original Wholesaler invoice number
    c. Original invoice date
    d. Itemized listing of the product(s) affected
    e. Any rebill associated with the credit
    f. Reason(s) for the credit (e.g., manufacturer credit, merchandise return, etc.)
    g. Net credit amount available to the MMCAP Infuse Participating Facility
10. Wholesaler will clearly identify Rebills as a rebill. Rebilled invoices can be found online within Order Express, using Standard Reports.
11. Wholesaler's rebill memo will contain:
    a. Original purchase order
    b. Original Wholesaler invoice number
    c. Original invoice date
    d. Itemized listing of the product(s) affected
    e. Credit memo associated with the rebill
    f. Reason(s) for the rebill (e.g., manufacturer chargeback denial, pricing error, etc.)

D. Non-Contract Accounts

Where an MMCAP Infuse Member has determined that it does not want to purchase at the MMCAP Infuse Contract price, or any contract price, for instance where purchases need to be at WAC for potential third-party reimbursement, Wholesaler will establish a separate account. This separate account will not be attached to MMCAP Infuse contract pricing or any other contracts. To delineate this type of account, Wholesaler will implement a specific naming convention for easy identification of these WAC based priced accounts.

E. Price Audits and Corrections

1. In the event of a pricing error (e.g., late pricing load, etc.) that is solely attributable to the Wholesaler, Wholesaler agrees to no longer process credit/rebills after the greater of 90 calendar days or the maximum allowed by the supplier. Wholesaler agrees to actively pursue any available remedies with suppliers on behalf of MMCAP Infuse Participating Facilities' interests and agrees to seek exceptions to supplier imposed limitations if necessary. This clause will in no way be deemed a limitation on the Parties as it relates to the future auditing and/or correction of invoices.
2. When Wholesaler, an MMCAP Infuse Participating Facility, MMCAP Infuse, or an MMCAP Infuse contracted service vendor, like an invoice auditing service provider, discovers an error in pricing for an MMCAP Infuse Contract Product that affects one MMCAP Infuse Participating Facility, Wholesaler will issue credits/rebills to ALL MMCAP Infuse Participating Facilities for the time period from the date the error began to the date it is corrected.
3. Price Audits and Corrections: Throughout the terms of this Contract, Wholesaler will conduct contract pricing audits matching pricing information provided by MMCAP Infuse against contract pricing provided by Manufacturers. If Wholesaler discovers discrepancies, the Wholesaler will notify manufacturer and MMCAP Infuse of the discrepancy in order to reach resolution. Upon resolution, Wholesaler will correct the errors, will create a sales history report, and enter credit(s)/rebill(s) for each MMCAP Infuse Participating Facility connected to the contracts within five (5) business days. Wholesaler is expected to continue to provide the process, which was the outcome of the collaboration between the Wholesaler and MMCAP Infuse, to deliver comprehensive and efficient means to provide continuous price audit data.
4. MMCAP Infuse and the MMCAP Infuse Participating Facilities acknowledge that if a pricing discrepancy is the fault of the applicable manufacturer, such manufacturer may limit recovery arising from such pricing discrepancy and Wholesaler will not have any responsibility for such discrepancy or any such limitation.

F. Chargeback Denials

MMCAP Infuse requires the Wholesaler to provide prompt electronic notification upon receipt by the Wholesaler of a legitimate chargeback denials from manufacturers that have denied MMCAP Infuse Participating Facilities contract pricing. Notification will be communicated to MMCAP Infuse via a notification from a member of the Wholesaler's Account Management team. Wholesaler will provide this

notification within two (2) business days of validation with the supplier. Wholesaler may require support from MMCAP Infuse to rectify eligibility issues with MMCAP Infuse-contracted suppliers, and Wholesaler agrees to resubmit chargebacks for the MMCAP Infuse Participating Facility upon eligibility resolution. Notifications are to be sent to: mmcap.contracts@state.mn.us .

G. Invoice Disputes

Subject to state law, the MMCAP Infuse Participating Facility will notify Wholesaler of any known dispute with an invoice within thirty (30) calendar days of receipt of the invoice.

The MMCAP Infuse Participating Facility will pay all portions of a disputed invoice, unless prohibited by state law, subject to resolution of that dispute. If upon resolution, the disputed invoice was found to be in error, Wholesaler will credit the original amount of the invoice or invoice line and rebill the MMCAP Infuse Participating Facility.

Where complete payment of a disputed invoice is prohibited by an MMCAP Infuse Member State's applicable law(s), the Wholesaler will comply with requirements of that state's law(s) related to disputed invoices. In addition, Wholesaler agrees that any outstanding amount on a disputed invoice will not be held against the MMCAP Infuse Participating Facility when calculating the weighted average payment date as applicable to service fee discounts. For any disputed invoice, the Wholesaler agrees to code the invoice as disputed to ensure the service fee calculation for the MMCAP Infuse Participating Facility is not impaired.

Wholesaler will make a good faith effort to resolve known disputes related to contract pricing within 30 calendar days of notice of the dispute. This clause will in no way be deemed a limitation on the Parties as it relates to the future auditing and/or correction of invoices.

Where a disputed invoice is determined not to have been in error, the MMCAP Infuse Participating Facility will not be liable for interest and penalties related to the disputed amount.

H. 810 EDI Invoices and Auditing

Wholesaler must provide 810 EDI invoices to MMCAP Infuse, MMCAP Infuse Participating Facilities, and any other entity designated by MMCAP Infuse. Wholesaler is required to work with MMCAP Infuse's contracted invoice auditing vendor. Wholesaler will research product pricing that appears to have a discrepancy and will confirm that pricing and information with the manufacturer. Wholesaler will review and make a reasonable effort to resolve errors within ten (10) business days of notification from MMCAP Infuse-contracted invoice auditing vendor. Wholesaler will not charge MMCAP Infuse or the MMCAP Infuse Participating Facility for use of an invoice auditing service or for invoice dispute resolution. Wholesaler will issue credits/rebills within three (3) days of manufacturer verification.

I. Goods Returned to the Wholesaler

Goods returned to Wholesaler will be managed in accordance with Attachment D, Wholesaler's Returned Goods Policy.

J. Recalls

If any Product distributed by the Wholesaler under this Contract is recalled or removed by the manufacturer or the Wholesaler itself, or if a recall is suggested or mandated by a regulatory or official Agency, Wholesaler will send notice to each ship-to location for which Wholesaler has a sales history within the affected recall timeframe. Recall notices will be sent with the MMCAP Infuse Participating Facility's next delivery or via mail if the MMCAP Infuse Participating Facility does not have a delivery the day the recall notice is released.

Depending on the class of the recall, Wholesaler will, after initiating a recall, send to any MMCAP Infuse Participating Facility that did not provide Wholesaler verification they received the recall notice, a second notice three weeks and/or six weeks after recall initiation.

Wholesaler will send recall notices to inactive MMCAP Infuse Participating Facilities that have ordered the recalled Product up to 12 months after the last purchase.

4.14 Verification of Authorized Purchasers and Late Payment

A. Verification of Authorized Purchasers

As a condition for purchasing under this Contract, purchasers must be MMCAP Infuse Participating Facilities in good standing with MMCAP Infuse. Upon request of MMCAP Infuse, Wholesaler must verify that it provides goods and services under this Contract only to MMCAP Infuse Participating Facilities. Wholesaler will not be compensated for goods delivered or services performed under a Purchase Order by any entity other than the MMCAP Infuse Participating Facility that issued the Purchase Order.

B. Late Payment

This clause will not apply to an MMCAP Infuse Participating Facility when prohibited by that MMCAP Infuse Participating Facility's applicable state law.

If any MMCAP Infuse Participating Facility fails to comply with the agreed upon payment terms, Wholesaler will have the right to change the Service Fee Discount to that which the MMCAP Infuse Participating Facility is entitled to prospectively, to reflect that MMCAP Infuse Participating Facility's actual payment practices. An MMCAP Infuse Participating Facility will be deemed to have failed to comply with the payment terms if it does not make timely payment for a period lasting two cycles or, with respect to MMCAP Infuse Participating Facilities selecting the 30 Day Pay, 45 Day Pay, or 90 Day Pay for a period of sixty (60) calendar days.

Wholesaler will use commercially reasonable efforts to work with the MMCAP Infuse Participating Facility in the event payments are not timely made. Wholesaler may, at its election, either reduce payment terms to a shorter number of days or place an MMCAP Infuse Participating Facility on C.O.D status under the following circumstances: (i) if Wholesaler has not received payment of outstanding invoices in full as set forth above, or (ii) there is a material adverse change in the financial condition of the MMCAP Infuse Participating Facility. In either instance, the situation shall be immediately elevated to an executive team from both the MMCAP Infuse Participating Facility and Wholesaler in an effort to rectify the situation and restore the MMCAP Infuse Participating Facility's then current payment terms. In the event of such elevation, if the executives are unable to reach a mutually acceptable resolution within a period of twenty (20) calendar days and any undisputed amounts remain unpaid for more than ten (10) calendar days thereafter, Wholesaler reserves the right to refuse orders from the MMCAP Infuse Participating Facility.

Notwithstanding anything to the contrary that may be contained herein, Wholesaler shall have, and it hereby reserves, all the rights and remedies otherwise available to it under the Uniform Commercial Code, as in effect from time to time.

4.15 Administrative Fee

In consideration for services provided by MMCAP Infuse, the Wholesaler will pay an administrative fee on all purchases (less any credits and returns) made through Wholesaler and the Wholesaler's Specialty Products Distribution division, as specified in Attachment B. Administrative fees will not be paid on 340B, PHS, or ADAP sales or prime vendor DSH sales. The administrative fee must be paid as soon as is reasonable after the end of each month, but no later than 30 calendar days after the end of the month. Payments due MMCAP Infuse are to be remitted to the following address:

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

The Wholesaler will not pay MMCAP Infuse Member state specific administrative or procurement fees that are not considered "pass through". "Pass Through" fees are included in state specific terms and conditions requiring the Wholesaler to increase Service Fees, and then passing them through in the form of a check to the designated State entity.

MMCAP Infuse reserves the right to collect interest on payments 30 calendar days past due at a rate of 18% annually, consistent with Minn. Stat. § 16A.124.

Wholesaler will submit monthly administrative fee data for all sales made through Wholesaler and the Wholesaler's Specialty Products Distribution division. All required administrative fee data files must be sent to: Mn.MMCAP@state.mn.us at the end of each month, but no later than 30 days after the end of the month. Failure to comply with this provision may constitute breach of this Contract.

4.16 MMCAP Infuse Service Contracts

A. Contract Price Auditing

The Wholesaler is required to have the ability to provide 810 EDI invoices to MMCAP Infuse, MMCAP Infuse Participating Facilities, and any other entity designated by MMCAP Infuse. It is expected that the Wholesaler will work with MMCAP Infuse's contracted invoice auditing vendor and that the Wholesaler will research product pricing that appears to have a discrepancy and will confirm that pricing and information with the manufacturer, making a reasonable effort to resolve errors within ten (10) business days of the notification from MMCAP Infuse-contracted invoice auditing vendor. The Wholesaler will then be expected to issue credits/rebills within three (3) days of manufacturer verification.

The Wholesaler will not charge any fees, to either MMCAP Infuse or the MMCAP Infuse Participating Facilities, for the transmissions made to MMCAP Infuse's contracted invoice auditing vendor.

B. Reverse Distribution Processor

Wholesaler must have an agreement throughout this contract period with the MMCAP Infuse-contracted returned goods processor(s) to allow all MMCAP Infuse Participating Facilities to fully participate in the services offered by the MMCAP Infuse Returned Goods Contract. The Returned Goods Processor(s) is subject to change at any time. The Wholesaler will not withhold or delay application of a credit from a returned goods processor to the MMCAP Infuse Participating Facility's account for any reason. Wholesaler will not withhold credit owed to MMCAP Infuse Participating Facilities when the credit is from a manufacturer that is in arrears with the Wholesaler. All fees associated with reverse distribution, including returns from alternate processors that are not the awarded reverse distribution processing vendor for the MMCAP Infuse Returned Goods Program, are listed on Attachment B, Discounts and Fees.

C. Repackaging Services

Wholesaler is required to have an agreement throughout the term of the Contract period with the MMCAP Infuse-contracted repackaging vendor(s) to allow all MMCAP Infuse Participating Facilities to fully participate in the services offered by the MMCAP Infuse Repackaging Services Contract. It is expected that the Wholesaler will have contracts with all MMCAP Infuse contracted repackaging vendor(s), and to note the Repackaging Services vendor(s) is subject to change at any time.

Process Steps:

a. The MMCAP Infuse Participating Facility notifies the Wholesaler that they would like to utilize an MMCAP Infuse repackaging services contract.
b. Once the Wholesaler is notified, the Wholesaler begins the set-up work with the identified repackaging vendor.
c. The repackaging vendor will then work directly with the MMCAP Infuse Participating Facility to qualify their needs. Paperwork will be sent to the MMCAP Infuse Participating Facility and a list of the drugs that that are being requested to have repackaged should be provided (NDCs, quantities, repackaging format, etc.)
d. Once the MMCAP Infuse Participating Facility has been qualified by the repackaging vendor and all documentation is completed, the MMCAP Infuse Participating Facility will then request a new ship-to/bill-to account be setup by the Wholesaler.
e. The NDCs that are intended to be repackaged should be shared with the Wholesaler to ensure stocking adjustments have been made at the distribution center that would be servicing the repackaging vendor's facility on behalf of the MMCAP Infuse Participating Facility.
f. The Wholesaler would set up the new account to have all of the MMCAP Infuse Participating Facility's standard contracts and pricing applied.
g. The MMCAP Infuse Participating Facility will make the determination if invoicing for the repackaging services is to be through the Wholesaler or direct billed by the repackaging vendor.

h. MMCAP Infuse Participating Facility places their first order through the new repackaging account once fully setup and order-ready.
i. Repacking vendor receives MMCAP Infuse Participating Facility's order the next day from the Wholesaler and processes the repackaging order according to the MMCAP Infuse Participating Facility requirements.
j. The repackaging vendor then ships the product directly to the MMCAP Infuse Participating Facility via UPS/FedEx.
k. Invoicing is generated based on the determination made by the MMCAP Infuse Participating Facility.

While the Wholesaler can require a repackaging vendor to pay a fee to the Wholesaler for services rendered, Wholesaler is not allowed to charge an additional fee to the MMCAP Infuse Participating Facility for utilizing this service. However if the MMCAP Infuse Participating Facility has exceeded the free delivery quota for the period of time applicable, the Wholesaler can charge a delivery fee in keeping with the delivery fee associated with exceeding the free delivery quota for the specified period of time.

The set-up of the repackaging account should not impair any account limitations or incur any initial account set-up fees to the MMCAP Infuse Participating Facility.

D. Influenza Vaccine/Medical Supplies.

Both influenza vaccine distribution and medical supplies distribution are independent, separate service offerings. It is required that reasonable efforts will be made by Wholesaler to direct MMCAP Infuse Participating Facilities to MMCAP Infuse for guidance on these service offerings. Unless Wholesaler is also awarded one or both of these other service offerings through a separate contract award processes, it is required that Wholesaler will not solicit MMCAP Infuse Participating Facilities for influenza vaccine distribution and medical supplies distribution service offerings.

4.17 Other Value-Added Services

A. Wholesaler's Generic Drug Program

Many MMCAP Infuse Members have state procurement mandates requiring the purchase of the lowest cost product. Adherence to the requirement to stock MMCAP Infuse Contract Products is in place to support the procurement mandates of MMCAP Infuse Members.

In addition to MMCAP Infuse Contract Products to support the procurement mandates of MMCAP Infuse Members MMCAP Infuse expects the Wholesaler to provide a fluid warehousing approach whereby the Wholesaler will be permitted to load its best-priced tier Generic Drug Program, offered side-by-side, in the stocking of like products. This fluid approach would allow the MMCAP Infuse Participating Facilities to choose a product from the Wholesaler's generic drug program if the product was at a lower price than the MMCAP Infuse Contract Product. The choice would be based on price, not on the Wholesaler's generic drug product being the only product stocked.

The fluid warehousing approach requires strict adherence to the following conditions:

a. The applicable MMCAP Infuse State Contact has not opted out of the Wholesaler's Generic Drug Program.
b. Wholesaler is not allowed to use MMCAP Infuse's contract pricing to calculate its Generic Drug Program Pricing.
c. For consistency in communicating program savings, if Wholesaler receives requests for program savings, a demonstration of program savings, or cost avoidance regarding Wholesaler's generic drug program, Wholesaler is required to direct all inquiries to MMCAP Infuse.
d. For consistency in communications in promoting Wholesaler's generic drug program, Wholesaler agrees to work with MMCAP Infuse on material content and potential co-branding.
e. Wholesaler is required to clearly label any products on its Generic Drug Program as such in its ordering system.
f. Wholesaler is required to identify Wholesaler's Generic Drug Program products as such when Wholesaler reports sales data to MMCAP Infuse.

g. Wholesaler will be required to pay a monthly administrative fee of 3% to MMCAP Infuse on all sales of Wholesaler's Generic Drug Program products sold to MMCAP Infuse Participating Facilities, in addition to any distributor administrative fee payments. Payments due MMCAP Infuse are to be remitted to the following address:

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

h. Service fee discounts extended to MMCAP Infuse Participating Facilities will be applied to all Generic Drug Program sales, as set forth in Attachment C, Service Fee Discount Matrix.
i. A complete list of products and pricing under the Generic Drug Program will be available to MMCAP Infuse Participating Facilities upon request to the Wholesaler. Wholesalers ordering system will show its Generic Drug Program pricing on those items that are lower priced, or for items that are not MMCAP Infuse Contract products. Wholesaler will provide MMCAP Infuse complete list of products and pricing under the Generic Drug Program as long as a mutually agreed Non-Disclosure Agreement (NDA) is in place.
j. Products in Wholesaler's Generic Drug Program available to MMCAP Infuse Participating Facilities will be generic pharmaceuticals (including vitamins and over the counter products) and will not contain medical supplies or health and beauty products, unless approved by MMCAP Infuse.
k. Wholesaler will notify all MMCAP Infuse Participating Facilities participating in the Generic Source program and MMCAP Infuse of switches in products covered under the Generic Source program.
l. Wholesaler is required to only institute automatic substitution upon specific request of an MMCAP Infuse Participating Facility and upon written notification by the Wholesaler to MMCAP Infuse.
m. If the same NDC is the same price on both an MMCAP Infuse contract and on Wholesaler's Generic Drug Program, the sale will be applied to MMCAP Infuse.
n. Wholesaler agrees to stock all MMCAP Infuse Contract Products where the minimum stocking requirement of three (3) units per month per DC is met.
o. Wholesaler is required to send MMCAP Infuse's contracted invoice auditing vendor a weekly pricing file that will include all the data necessary for the invoice auditing vendor to be able to audit the pricing invoiced to MMCAP Infuse Participating Facilities as long as a mutually agreed Non-Disclosure Agreement (NDA) is in place.
p. Wholesaler's ordering system will have capability to accept an MMCAP Infuse Participating Facility's zero order. MMCAP Infuse Participating Facilities will need to call Customer Service to request Wholesaler stock an MMCAP Infuse Contract Product.

In order to audit compliance and non-competitiveness with the requirements above, Wholesaler must provide a report on a monthly basis to MMCAP Infuse that details each product that is currently available on the Wholesaler's Generic Drug Program and the product price so that MMCAP Infuse can validate that the Wholesaler's Generic Drug Program is not competing with MMCAP Infuse Contract Products. Wholesaler will provide as long as a mutually agreed Non-Disclosure Agreement (NDA) is in place. The minimum data fields required are listed below:

Minimum data fields required
NDC (11-digit format)
Wholesaler product identification number
SKU or Manufacturer's part number
Product description (generic name)
Packaging
Supplier name (Manufacturer)
Quantity Purchased
Total Sales
Wholesaler's Generic Drug Program Price per Unit

Wholesaler will not use MMCAP Infuse pricing or manufacturer contract terms in the Wholesaler's generic pricing program for any other use beyond managing the MMCAP Infuse Contract for MMCAP Infuse Participating Facilities, nor will MMCAP Infuse use the Wholesaler's pricing for the same purposes. Wholesaler and MMCAP Infuse will maintain appropriate policies, procedures, and information technology and infrastructure to ensure that only those employees of the Wholesaler and MMCAP Infuse that have a need to know for performance under this Contract have access to product lists, discounts, prices, and any other information that would qualify as competitive information in connection with the contracts, subject to Minn. Stat. Ch. 13.

B. MMCAP Infuse Participating Facility Negotiated Contracts

There will likely be instances where MMCAP Infuse Participating Facilities may enter into contracts individually negotiated by MMCAP Infuse Participating Facilities. In those instances, the Wholesaler is required to agree that the ordering, delivery, payment, and reporting terms of the overlying contract with MMCAP Infuse will apply to contracts individually negotiated by MMCAP Infuse Participating Facilities, including any associated service fees.

C. Pharmacy Interfaces

Wholesaler's pharmacy interfaces with software/dispensing systems will be developed and implemented as set forth in Attachment B, Discounts and Fees. Training and technical support available from Wholesaler related to pharmacy interfaces will be provided at no cost.

D. Business Development

MMCAP Infuse Members benefit when opportunities to increase purchase volumes are optimized, as well as creating business wins for MMCAP Infuse vendor partners. To strengthen current relationships and develop new ones, MMCAP Infuse deploys Field Services staff to provide front-line support to current MMCAP Infuse State Contacts and MMCAP Infuse Participating Facilities and to engage state eligible entities by explaining to them the benefits available to them through leveraging the MMCAP Infuse membership contracts to their purchasing benefit. The Wholesaler will support business development opportunities, utilizing joint engagement strategies with MMCAP Infuse Field Services, to increase the use of the MMCAP Infuse contracts. Should said efforts place the Wholesaler in a position where the Wholesaler would be in breach of contract with another business partner, the Wholesaler can exempt themselves from a business development opportunity.

E. Supplemental/Additional Services

The Wholesaler must make supplemental/additional services and products that are available to its general customers, not specifically mentioned within the resulting contract with MMCAP Infuse, available to all MMCAP Infuse Participating Facilities upon request and agreement by MMCAP Infuse and the MMCAP Infuse Participating Facilities. Wholesaler shall not solicit MMCAP Infuse Participating Facilities to participate in Wholesaler's supplemental/additional services and products programs, where such programs are already provided by MMCAP Infuse to MMCAP Infuse Participating Facilities. Prior to providing these supplemental/additional services, the Wholesaler must provide full disclosure of the services or product fees and costs to MMCAP Infuse and receive approval from MMCAP Infuse before these services and products are provided to any MMCAP Infuse Participating Facilities.

Supplemental/additional services and products offered by Wholesaler, if approved by MMCAP Infuse, will be managed through an amendment to the Contract.

4.18 Business Interruption Plan

Wholesaler must have in-place during the term of this Contract, an emergency preparedness and business continuity plan. Upon request, Wholesaler will work with the MMCAP Infuse Participating Facility to develop a pre-selected list of Products that would be needed in the event of a national or regional emergency and shipped upon availability. The Wholesaler's emergency preparedness and business continuity plan is to include specificity on how the Wholesaler will ensure that MMCAP Infuse Participating Facilities would continue to receive medications during a regional/national disaster or other unforeseen malfunction in pharmaceutical distribution. A Disaster Recovery Plan is available upon request from MMCAP Infuse or MMCAP Infuse Participating Facilities.

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

1. Up to three backup locations for each distribution center
2. Emergency customer support and centralized command and control centers
3. Procedures for contacting employees
4. Strong relationships with suppliers to maintain fuel supply in the event of a shortage
5. Working relationships with government agencies and industry trade associations

4.19 Shareback Credits

Wholesaler will manage, at no additional cost or fee withheld to MMCAP Infuse or MMCAP Infuse Participating Facilities, the MMCAP Infuse annual shareback credit according to the schedule below:

1. MMCAP Infuse will provide Wholesaler a list of MMCAP Infuse Participating Facilities receiving a credit, the credit amount for each facility, and a check for the total amount of all credits to be provided.
2. Wholesaler is required to apply the credit to all listed MMCAP Infuse Participating Facilities within fifteen (15) business days of the receipt of the funds and the list of facilities receiving credit has been received from MMCAP Infuse.
3. Within 30 business days of the receipt of the funds and the list of facilities receiving credit, Wholesaler is required to provide to MMCAP Infuse an Excel Spreadsheet detailing the credit memo information. This Excel listing must include the following fields: distribution center, account number, facility name, facility address, facility city, facility state, DEA, HIN, date of credit memo, credit memo number, and credit memo amount. In addition to supplying the credit memo detail to MMCAP Infuse, the Wholesaler will also provide a listing of all accounts that are inactive that cannot have a credit memo issued.
4. Credit memo issued to MMCAP Infuse Participating Facilities reflects the description “MMCAP Infuse Shareback.” A description that refers to the Shareback credit as a “rebate” is not acceptable.
5. Within 60 days of the date credits were applied and the inactive accounts are communicated as stated in process step #3, MMCAP Infuse must provide W-9 documents to the Wholesaler for any facilities found on the “Inactive Account” listing provide that expect to receive their credits in the form of a check. All other outstanding credits will be refunded to MMCAP Infuse in the form of a check at the end of the 60 day waiting period.
6. The Wholesaler will work with MMCAP Infuse to identify all MMCAP Infuse Participating Facilities in an effort to issue all credits before refunding dollars back to MMCAP Infuse. Prior to any funds returned to MMCAP Infuse, written approval must be received from MMCAP Infuse.
7. Within 15 business days of written approval for funds to be returned, Wholesaler is required to issue a refund to MMCAP Infuse of the remaining dollars for which it was unable to issue credit.
8. Upon initiating the refund to MMCAP Infuse, Wholesaler will provide a copy of the original Shareback Credit spreadsheet detailing the credit information (received from MMCAP Infuse), the reason for non-application of funds, and the dollar amount of the funds being returned to MMCAP Infuse.
9. MMCAP Infuse Participating Facilities are not allowed to convert a credit provided through Shareback to a cash refund. If an MMCAP Infuse Participating Facility requests a check be issued to close out an unapplied credit memo, the Wholesaler:
    a. Determines if said credit memo is due to the application of MMCAP Infuse Shareback;
    b. If credit memo is due to the application of MMCAP Infuse Shareback, advise the MMCAP Infuse Participating Facility that the credit memo is not eligible to be closed out via a check;
    c. Direct the MMCAP Infuse Participating Facility to MMCAP Infuse for any additional questions about the ineligibility of the credit memo to be closed out via a check.

Should MMCAP Infuse change its process for the Shareback Credit to a more frequent interval (semi-annual, quarterly), any time during the term of this Contract, the Wholesaler will continue to manage this process as a service inclusion, with no additional cost or fee withhold to MMCAP Infuse or MMCAP Infuse Participating Facilities.

4.20 Mandatory Reports

Wholesaler will provide the reports listed herein for all MMCAP Infuse Participating Facilities regardless of a primary GPO affiliation other than MMCAP Infuse. Reports will not include pricing or other contract details

for GPO purchases not associated with MMCAP Infuse. Wholesaler agrees that any similar reports provided to other GPOs for shared MMCAP Infuse Participating Facilities will not include MMCAP Infuse pricing or contract details.

Wholesaler is required to comply with specified formats, timing, and provision of all the reports listed in this Section. Reporting is a wholesaler work product requirement, for which the Wholesaler will provide, without additional cost to either MMCAP Infuse or MMCAP Infuse Participating Facilities.

1. Reports provided to MMCAP Infuse:

A. Sales Data Report

Wholesaler will supply to MMCAP Infuse accurate monthly sales data on or before the 10th day of the second subsequent month (e.g., June's data will be due July 10th). This report MUST include the following for every transaction between the Wholesaler and the MMCAP Infuse Participating Facility, including those transactions that come through the Wholesaler's Specialty Products Distribution division:

i. The first table details the required fields for the sales data report
ii. The second table details the required record layout in fixed record format.

Required Data Field Full Name for Sales Data Report
MMCAP Infuse -assigned facility ID
MMCAP Infuse Facility Name
Vendor Distribution Center Code
Vendor-assigned Account number for the MMCAP Infuse Facility
Invoice Number
Invoice Line Number
Required Data Field Full Name for Sales Data Report
Purchase Order Number
Invoice date (mmddccyy)
Buyer name or equivalent of buyer ID for person submitting the invoices
Vendor's (distributor) SKU item number
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.
Label Name
Unit Dose
Pack Size
Unit
Case Size
Dose
Strength
Route
Unit Price (99999.9999)
Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
Type of transaction (MMCAP Infuse contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Bill to Address 1

Bill to City
Bill to State (2 alpha postal code)
Bill to Zip (standard 5-4 format, no dash necessary)
Ship to Address 1
Ship to City
Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)
Service Fee (9999.9999)
MMCAP Infuse Contract Number (MMSxxxxx) or Generic Source Contract Identifier
Admin fee for non-contract items (9999.9999)
Credit Indicator (C for credit)
MMCAP Infuse Assigned Wholesaler Code ***(Codes will be assigned to Wholesaler's during implementation period of the contract)***
Manufacture Name (MFG Name)
Class of Trade
340b Purchase

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Monthly Sales Data Usage Report - Fixed Length Fields

Required Data Field Full Name	Field Name	Data Type	Format (note decimals are to be included)	Size	Nulls	Begin Column	End Column
MMCAP-assigned facility ID	MMCAP_id	Alpha Numeric		7	1	1	7
MMCAP Facility Name	MMCAP_Name	Alpha Numeric		30	1	8	37
Vendor Distribution Center Code	DistributionCenter	Alpha Numeric		3	1	38	40
Vendor-assigned Account number for the MMCAP Facility	VendAccountNo	Alpha Numeric		10	1	41	50
Invoice Number	InvoiceNumber	Alpha Numeric		15	1	51	65
Invoice Line Number	InvoiceLineNo	Alpha Numeric		4	1	66	69
Purchase Order Number	poNumber	Alpha Numeric		15	1	70	84
Invoice date (mmddccyy)	InvoiceDate	numeric	mmddccyy	8	1	85	92
Buyer name or equivalent of buyer ID for person submitting the invoices	BuyerName	Alpha Numeric		20	1	93	112
Vendor's (distributor) SKU item number	SKU	Alpha Numeric		13	1	113	125
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.	NDC	Alpha Numeric	999999999	11	1	126	136
Label Name	LabelName	Alpha Numeric		40	1	137	176
Unit Dose	UD	numeric	9	1	1	177	177
Pack Size	Pack_Size	numeric	99999.999	9	1	178	186
Unit	Unit	Alpha Numeric		2	1	187	188
Case Size	Case_Size	numeric	9999	4	1	189	192
Dose	D	Alpha Numeric		10	1	193	202
Strength	STR	Alpha Numeric		10	1	203	212
Route	RT	Alpha Numeric		10	1	213	222
Unit Price (99999.9999)	UnitPrice	numeric	99999.9999	10	1	223	232
Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)	QuantityOrdered	numeric	999999.9999	11	1	233	243
Quantiy shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)	QuantityShipped	numeric	999999.9999	11	1	244	254
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)	ExtendedPrice	numeric	99999999.999	13	1	255	267
Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract	SaleType	Alpha Numeric		1	1	268	268
Bill to Address 1	billtoaddress1	Alpha Numeric		30	1	269	298
Bill to City	billtocity	Alpha Numeric		20	1	299	318
Bill to State (2 alpha postal code)	billtostate	Alpha Numeric		2	1	319	320
Bill to Zip (standard 5-4 format, no dash necessary)	billtozip	Alpha Numeric		9	1	321	329
Ship to Address 1	shiptoaddress1	Alpha Numeric		30	1	330	359
Ship to City	shiptocity	Alpha Numeric		20	1	360	379
Ship to State (2 alpha postal code)	shiptostate	Alpha Numeric		2	1	380	381
Ship to Zip (standard 5-4 format, no dash necessary)	shiptozip	Alpha Numeric		9	1	382	390
Service Fee (9999.9999)	ServiceFee	numeric	9999.9999	9	1	391	399
MMCAP Contract Number (MMSxxxxx)	contractnumber	Alpha Numeric		10	1	400	409
Admin fee for not-on-contract items (9999.9999)	AdminFee	numeric	9999.9999	9	1	410	418
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	419	419
MMCAP Assigned Wholesaler Code (AmeriSource-Bergen=0401, Cardinal Health=0301, Morris-Dickson=0701, Bergen=0201, ***(New codes will be assigned to PPV's during implementation period of the contract)***	WholeCode	Alpha Numeric		4	0	420	423
Manufacture Name (MFG Name)	MfgName	Alpha Numeric		40	1	424	463
Class of Trade	ClassofTrade	Alpha Numeric		4	1	464	467
340b Purchase	340b	Alpha Numeric		1	1	468	468

B. Monthly Payment Report

Wholesaler will provide to MMCAP Infuse accurate monthly payment data on or before the 10th day of the second subsequent month (e.g., June's data will be due July 10th).

1. The first table details the required fields for the monthly payment report
2. The second table details the required record layout in fixed record format.

MMCAP Infuse Payment Data Fields
MMCAP Infuse-assigned facility ID
MMCAP Infuse Facility Name
Vendor-assigned Account number for the MMCAP Infuse Facility
Invoice Number
Invoice Line Number
Purchase Order Number
Vendor's (distributor) SKU item number
NDC of purchased Product in 5-4-2 format as stored in First DataBank, Inc.
Payment Due Date (mmddccyy)
Label Name
Packaging as associated with NDC Number
Date Payment Credited to Account (mmddccyy)
Quantity Purchased-must be expressed in terms of the packaging associated with the NDC (not Vendor repackaged or re-bundled quantity) (999999.9999)
Dollar Amount of Transaction-to the third decimal. The dollar amount must be the actual acquisition cost, after any discounts and service fees.
Credit Indicator (C for credit)
ID for person making the payment

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Record Layout for the Monthly Payment File - Fixed Length Fields

Long Name (from original MMCAP Infuse Contract)	Field Name	Data Type	Format (note decimals are to be included)	Size	Nulls	Begin Column	End Column
MMCAP Infuse -assigned facility ID	MMCAP_id	Alpha Numeric		7	1	1	7
MMCAP Infuse Facility Name	MMCAP_Name	Alpha Numeric		30	1	8	37
Vendor-assigned Account number for the MMCAP Infuse Facility	VendAccountNo	Alpha Numeric		10	1	38	47
Invoice Number	InvoiceNumber	Alpha Numeric		15	1	48	62
Invoice Line Number	InvoiceLineNo	Alpha Numeric		4	1	63	66
Purchase Order Number	poNumber	Alpha Numeric		15	1	67	81
Vendor's (distributor) SKU item number	SKU	Alpha Numeric		13	1	82	94
NDC of purchased Product in 5-4-2 format as stored in First DataBank, Inc.	NDC	numeric	**99999999999**	11	1	95	105
Payment Due Date (mmddccyy)	DueDate	numeric	mmddccyy	8	1	106	113
Label Name	LabelName	Alpha Numeric		40	1	114	153
Packaging as associated with NDC Number	Packaging	Alpha Numeric		16	1	154	169
Date Payment Credited to Account (mmddccyy)	PaymentCDate	numeric	mmddccyy	8	1	170	177
Quantity Purchased-must be expressed in terms of the packaging associated with the NDC (not Vendor repackaged or re-bundled quantity) (999999.9999)	QuantityOrdered (Shipped)	numeric	**999999.9999**	11	1	178	188
Dollar Amount of Transaction-to the third decimal. The dollar amount must be the actual acquisition cost, after any discounts and service fees.	TranDollar	numeric	**99999999.999**	13	1	189	201
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	202	202
ID for person making the payment	BuyerName	Alpha Numeric		20	1	203	222

C. Kill/Fill Report

Wholesaler will provide to MMCAP Infuse accurate kill/fill data on or before the 10th day of the second subsequent month (e.g., June's data will be due July 10th). This data must be provided in an Excel format and be submitted electronically to mn.multistate@state.mn.us. The following table details the required fields for the Kill/Fill data report:

Field Long Name
MMCAP Infuse ID
Customer Name
PPV Customer DC Number
Customer Distribution Center
PPV Customer Number
Address
City
State
NDC of Product in 5-4-2 format as stored in First DataBank
Invoice Number
Invoice Date
Short Reason Code
Short Reason Description
Product Trade Name
Product Generic Name
Pack Qty
Pack Size
Order Quantity
Shipped Quantity
Killed Qty
Extended Sales

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D. Contract Change Report

Wholesaler will provide to MMCAP Infuse accurate Contract Change data on or before the first day of each week. This data must be provided in an Excel format (may be zipped) and be submitted electronically to mn.multistate@state.mn.us. The table below details the required fields from the Contract Change Report. This report must include the following for every Product added to, changed, or deleted from the MMCAP Infuse contract.

Long Field Description Name – Contract Change Report
MMCAP Infuse Office Assigned PPV Number
Contract Start Date
Contract End Date
Pharmaceutical Manufacturer Contract Number
Vendor Product ID Number
Pharmaceutical Manufacturer
Description
NDC (11 digit format)
Packaging
Current Price
Previous Price
Effective Date
Change Type (e.g., price increase, price decrease, NDC change, etc.)

E. Contract File Audit Report

Wholesaler will provide to MMCAP Infuse accurate contract data on or before the first day of each week. This data must be provided in an Excel format (may be zipped) and be submitted electronically to mn.multistate@state.mn.us. The table details the required fields for the Contract Audit Report. This report MUST include the following for every product loaded and attached to the MMCAP Infuse contract:

Long Field Description Name – Contract Audit Report
Vendor Name
MMCAP Infuse Contract Number
Product Item Unit Number
NDC of Product in 5-4-2 format as stored in First DataBank
Manufacturer
Item Description
Vendor Reference Contract Number
Size
Form
UOM
MMCAP Infuse Contract Cost
Contract Start Date
Contract End Date

F. Off-Contract with Alternative On-Contract Report

Wholesaler will provide to MMCAP Infuse accurate Off-Contract with Alternative Item On-Contract report on or before the 10th day of the subsequent month (e.g., June's data will be due on July 10th). This report must be provided in an Excel format and be submitted electronically to mn.multistate@state.mn.us. The table details the required fields for the Off-Contract with Alternative On-Contract Report. This report MUST include the following for every transaction where an MMCAP Infuse Contract Product was available for an off-contract purchase:

Field Long Name – Off-Contract with Alternate On-Contract Report
MMCAP Infuse ID
Customer Name
PPV Customer DC Number
Customer Distribution Center
PPV Customer Number
Address
City
State
NDC of Product in 5-4-2 format as stored in First DataBank Off Contract
Product Generic Name
Product Trade Name
Pack Size
Order Quantity
Cost
NDC of Product in 5-4-2 format On MMCAP Infuse contract
Product Generic Name
Product Trade Name
Pack Size
Cost
Difference in price from off contract to on contract

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G. Raw and Adjusted Fill Rate Report

Wholesaler will provide to MMCAP Infuse a Raw and Adjusted Fill Rate Report. The Raw and Adjusted Fill Rate Report must be received on or before the 10th day of the subsequent month (e.g., June's data will be due on July 10th). The table details the required fields for the Raw and Adjusted Fill Rate Report. This report must be provided in an Excel format and be delivered electronically to mn.multistate@state.mn.us. This report MUST include the following fields:

Field Long Name – Raw and Adjusted Fill Rate Report
MMCAP Infuse ID
Customer Name
PPV Customer DC Number
Customer Distribution Center
PPV Customer Number
Address
City
State
Raw Fill Rate
Adjusted Fill Rate

H. Wholesaler Participating Facility Listing

Wholesaler will provide a listing to MMCAP Infuse of the MMCAP Infuse Participating Facilities attached to the MMCAP Infuse contract on or before the 10th day of the subsequent month (e.g., June's data will be due on July 10th). The data must be submitted electronically to mn.multistate@state.mn.us.

Field Long Name – Wholesaler Member Listing
MMCAP ID
DC
VendAccountNo
shiptoname
shiptoaddress
shiptocity
shiptostate
shiptozip
billtoname
billtoaddress
billtocity
billtostate
billtozip
DEA
HIN
Service Fee Discount (COGS)

I. Manufacturer Backorders

Wholesaler will provide to MMCAP Infuse, at a minimum, weekly a listing of all MMCAP Infuse Contract Products backordered due to the manufacturer's inability to supply the Product. The report is to be delivered the first business day of each week. The Excel report must be delivered electronically to mn.multistate@state.mn.us and any other sources MMCAP Infuse designates (e.g., current vendor hosting MMCAP Infuse's online catalog).

Required MBO Report Fields and Record Layout
Product Description
Manufacturer
NDC
Packaging
Reason
Restock Date
Distributior Information

Manufacturer is to be spelled out, no abbreviations.
NDC – 11 digit format as defined in First Data Bank

J. Discontinued Product Report.

A monthly, or more frequent, report detailing MMCAP Infuse Products which the Wholesaler deems to be discontinued. This report must identify reason for discontinuation (e.g. manufacturer discontinued, wholesaler discontinued, etc.). A monthly frequency reporting cycle is to be provided on or before the 10th day of the subsequent month (e.g., June's data will be due on July 10th) and the Excel report must be delivered electronically to mn.multistate@state.mn.us. The table below details the required fields from the Discontinued Product Report:

Required Discontinued Product Report
NDC
Vendor Name
Item Description
Strength
Packaging
Contract Price
Status (e.g., Mfr Disc, Wlsr Disc)

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K. Service Level Report.

Monthly report detailing service levels provided on or before the 10th day of the subsequent month (e.g., June's data will be due on July 10th) and the Excel report must be delivered electronically to mn.multistate@state.mn.us. The table below details the required fields from the Service Level Report:

Field Name - Long Name	Service Level Report
DC Number	
DC Name	
Distributor Customer Account Number	
MMCAP ID	
Customer Name	
Bill to State	
Total Sales	
Order Qty	
Ship Qty	
Total Pieces not Shipped	
Raw SL %	
Adj SL %	

L. Service Fee Discount Report.

Quarterly report detailing applicable Service Fee Discount for each MMCAP Infuse Participating Facility based on payment terms and purchase volume. Report is to be provided not later than the 20th of the month following the end of the quarter for an effective date of the last day of the month following the end of the quarter. For example, Q1 of a fiscal year is July – September. The updated Service Fee Discount report is due to MMCAP Infuse not later than October 20th, for an effective date change of October 31st. The Excel report must be delivered electronically to mn.multistate@state.mn.us . The table below details the required fields for the Service Fee Discount (COG) report:

Field Name - Long Name	Service Level Discount (COG) Report
Distribution Center Name	
DC Number	
Distibutor Account Number	
MMCAP ID	
Customer Name	
City	
State	
Payment Terms	
3 Month Average Sales	
Previous Quarter - 3 Month Average Sales	
Matrix Volume	
NEW COGS %	
OLD COGS %	
Comment	

M. MMCAP Infuse Participating Facility Credit Report

Quarterly report detailing credits available to MMCAP Infuse Participating Facilities by account number. The report must be submitted electronically to mn.multistate@state.mn.us and is due by the 15th of the month, following the end of the quarter.

Report Requirements
MMCAP Infuse Participating Facilities Number
Facility Name
Facility State
DC
Wholesaler Account Number
Credit Issue Date
Credit Balance

N. Miscellaneous Fees Charged to MMCAP Infuse Participating Facilities

Wholesaler will provide a monthly report to MMCAP Infuse of any miscellaneous fees charged to MMCAP Infuse Participating Facilities which are not related directly to Product cost or not specified in Attachment B. Report is to be submitted on or before the 10th day of the subsequent month (e.g., June's data will be due on July 10th) and the Excel report must be delivered electronically to mn.multistate@state.mn.us.

Report Requirements
MMCAP Infuse Participating Facility Number
Facility Name
Facility State
DC
Wholesaler Account Number
Invoice Number
Invoice Date
Amount Charged
Description of Charge

2. MMCAP Infuse Member Reporting:

The following reports, are the minimum reporting requirements for the Wholesaler to make available to all MMCAP Infuse Members and these reports are to be made available online in printable copy and electronic/exportable formats (e.g., Excel).

If the Wholesaler has multiple levels of reporting packages, it is required that the Wholesaler allow MMCAP Infuse Participating Facility access to any and all reporting, whether standard, advance or analytics type of reporting, provide support to train both general and super-user of the reporting tools, as well as set-up support for super-user account structures for appropriate MMCAP Infuse Member oversight. These tools, regardless of level (standard, advance, analytics) must be provided to MMCAP Infuse Members at no additional cost for the full term of the Wholesaler Distribution Services Contract

If applicable, reports must be sortable by generic or label name, units, date range, or dollars. Additionally, units reported must correspond to the packaging associated with the NDC. Wholesaler is required to meet the reporting requirements for frequency (e.g., daily, monthly, quarterly, annually, etc.), using on-line tools for generating frequency specified reporting or ad hoc reporting options. All reporting is required to accurate for all reporting types. Standard, aggregated, and enhanced reports are to including but are not limited to the following:

a. Reports detailing total purchases (payment amount and units) by individual item (e.g., NDC, SKU, supplier, generic name, and/or label name);
b. Cost savings reports associated with the use of either MMCAP Infuse Contract Products or other alternative contracts (should be compared to relevant retail pricing);
c. Reports displaying purchases of controlled substances and the associated invoice and/or purchase order numbers along with MMCAP Infuse Participating Facility name, account number, NDC number, invoice number, invoice line number, label name, date shipped, amount paid, date payment credited, FDA schedule category, and DEA number;
d. Velocity (80/20) report (fastest moving and highest dollar) containing forecasted velocity codes with order points and order quantities; contains cumulative percentages;
e. Price change report, indicating products with price changes; includes percentage change in price;
f. Credit and Rebill reconciliation reporting;
g. Physical inventory reports sorted by American Hospital Formulary Service (AHFS) pharmaceutical category. These reports must show the label name, NDC, quantity, cost per unit and the extended cost of the product units on hand;
h. Drug usage (amount paid and units) reports by AHFS category. Percentages for each category must be provided. MMCAP Infuse Participating Facilities must be able to select all AHFS categories as well as select specific AHFS categories;
i. A report detailing all items that were ordered, but that will not be delivered, provided to the MMCAP Infuse Participating Facility the same day the order is generated by the same method that the order was transmitted;
j. Manufacturer backorder reports, identifying where products were not available due to manufacturers' inability to supply that captures all product alternatives purchased in its place;
k. Product category breakdown reports, which display total procurement dollar volume for categories such as brand, generic, OTC, 340B, contract, non-contract, etc.;
l. Invoice reports, selected by invoice number, account number, purchase order number, or at billing statement intervals;
m. On- and off- contract reports that display total dollars spent on and off contract; MMCAP Infuse Members should be able to drill down into item purchases;
n. Off-contract purchases with contract alternatives report; and
o. Any other reports required by law.

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ATTACHMENT B

DISTRIBUTOR ADMINISTRATIVE FEE (Payable by Wholesaler to MMCAP Infuse)

0.40% will be paid to MMCAP Infuse on all MMCAP Infuse Member purchases (less any credits and returns) made through the Wholesaler under this Contract. Distributor Administrative fees will not be paid on 340B Drug Pricing Program Sales or 340B DSH sales.

OTHER FEES (Payable by MMCAP Infuse Member To Wholesaler)

1. Deliveries

Deliveries	**Routine**	**Emergency**
Regardless of dollar volume	5 per week*	12 per year**

* For MMCAP Infuse Participating Facilities located in Hawaii, one mid-week per week delivery for average monthly purchase volumes of $25,000 or less, and two mid-week deliveries per week for average monthly purchase volumes greater than $25,000.

** Wholesaler will make a good faith effort to make emergency deliveries within four (4) hours following receipt of the order; emergency deliveries to Alaska and Hawaii will likely take longer.

a. If a MMCAP Infuse Member requires more deliveries beyond the allotments specified for routine and emergency deliveries, the Wholesaler will pass on the cost of the delivery to the MMCAP Infuse Member.
b. There will be no charges for the delivery of MMCAP Infuse Contract or Non-Contract Bulky Products so long as the delivery falls within the MMCAP Infuse Member's normal delivery schedule.
c. Wholesaler will not assess a delivery fee to an MMCAP Infuse Member for drop shipped deliveries, unless delivery charges are passed onto Wholesaler by the supplier.
d. Wholesaler will not assess a delivery fee to an MMCAP Infuse Member for Specialty deliveries, unless delivery charges are passed onto Wholesaler/SPD by the supplier.
e. Wholesaler will not access delivery fee to an MMCAP Infuse Member for products shipped to MMCAP Infuse's contracted repackaging vendor(s), unless delivery charges are passed onto the Wholesaler by the repackager.
f. Control substances shipping – if held to be shipped with MMCAP Infuse Member's regular order and not shipped with regular order, there will be no charge to the Member to ship it and there will be no impairment to the weekly allotment.
g. MMCAP Infuse Members are responsible for notifying the Wholesaler of any expected facility closures (holiday, inventory, etc.). In the event Wholesaler attempts to make a delivery of an order for an MMCAP Infuse Member that has failed to notify the Wholesaler of an expected facility

closure, and the delivery attempt results in a non-delivery, requiring the order to be returned to the distribution center, the Wholesaler will be allowed to assess the MMCAP Infuse Member a sixty dollar ($60) fee for failure to notify. This fee will not be assessed if the delivery attempt failure is due to an unexpected facility closure.

2. MMCAP Infuse Service Contracts

Service	**Fees**
DSCSA 3T Data Storage and Access	No Charge
Contract Price Audit	No Charge
Reverse Distribution	No Charge
Repackaging*	No Charge

*Note 1.e. on Delivery charges.

3. DSCSA

Wholesaler will retain all 3T Data per the requirements specified by the DSCSA, a minimum of six (6) years, for MMCAP Infuse Members served by the Wholesaler, regardless of whether or not the MMCAP Infuse Members are presently utilizing the Wholesaler for pharmaceutical distribution services. Access to the 3T Data, for the required timeline, will be provided at **no charge** to MMCAP Infuse Members. Wholesaler access will be consistent with the requirement to allow the MMCAP Infuse Member enough time to respond to the FDA within 48 hours for product inquiries.

MMCAP Infuse Participating Facilities will have the responsibility of utilizing the third-party end user agreement to document that the Wholesaler will hold and retain 3T data.

4. Reporting

Reporting	**Standard**	**Advanced Reporting**
	No Charge	No Charge*

*The value of such advanced reporting programs ($99 per month for six (6) dashboards; $30 per month for individual dashboards) constitutes a "discount or other reduction in price," as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h)), on the products purchased by MMCAP Infuse Members under the terms of this Contract. MMCAP Infuse Members may have an obligation to accurately report, under any state or federal program which provides cost or charge based reimbursement for the products or services covered by this Contract, or as otherwise requested or required by any governmental agency, the net cost actually paid by MMCAP Infuse Members. In lieu of accepting this free service, MMCAP Infuse Members may elect to pay for such advanced reporting programs, at the rates set forth above. Upon request of MMCAP Infuse, Wholesaler agrees to provide a

list of MMCAP Infuse Members utilizing advanced reporting programs and whether or not they have elected to pay for the service.

5. Inventory Support

Inventory Support	**Fees**
Restocking Fee	Returns subject to specific requirements outlined within Attachment D (Wholesaler's Returned Goods Policy).
Shelf Labels	No Charge
On-site support of physical inventory	No Charge
Handheld devices	Price per Device • MC 1000 – Long Term Lease, minimum 3 month requirement, $25/month or $250 per year • Physical Inventory – Single Unit, 1 docking station $50 – Small Bundle, 4 handhelds, 1 docking station $150 – Large Bundle, 6 handhelds, 2 docking stations $250 • MC 40 – Long Term Lease $100 per month • MC1000/MC2180 $40 per month

6. Pharmacy Interfaces.
   Fees will vary depending on scope of work and third party punch-out requirements. Wholesaler will not assess additional fees for Wholesaler staff resources, however, fees incurred by third party solution providers will be passed on to the MMCAP Infuse Member dollar for dollar.

ATTACHMENT C

Table 1: Service Fee Discount Pricing Matrix					
	State Monthly Purchase Volume				
Facility Payment Terms	**$1 to $500,000**	**$500,001 to $1,000,000**	**$1.000,001 to $2,000,000**	**$2,000,001 to $4,000,000**	**$4,000,001 to $6,000,000**
30 Day Pre-Pay	**-5.79%**	**-6.37%**	**-6.86%**	**-7.16%**	**-7.37%**
15 Day Pre-Pay	**-5.50%**	**-6.08%**	**-6.57%**	**-6.87%**	**-7.08%**
7 Day Pre-Pay	**-5.32%**	**-5.90%**	**-6.39%**	**-6.69%**	**-6.90%**
Next Day Pay	**-5.14%**	**-5.72%**	**-6.31%**	**-6.61%**	**-6.82%**
7 Day Net	**-5.00%**	**-5.58%**	**-6.22%**	**-6.52%**	**-6.73%**
15 Day Net	**-4.82%**	**-5.40%**	**-6.04%**	**-6.34%**	**-6.55%**
30 Day Net	**-4.53%**	**-5.11%**	**-5.75%**	**-6.05%**	**-6.26%**
45 Day Net	**-4.08%**	**-4.51%**	**-5.10%**	**-5.40%**	**-5.61%**
60 Day Net	**-3.07%**	**-3.45%**	**-3.94%**	**-4.24%**	**-4.45%**
90 Day Net	**-2.26%**	**-2.84%**	**-3.13%**	**-3.43%**	**-3.64%**
Facility Payment Terms	**$6,000,001 to $12,000,000**	**$12,500,001 to $18,000,000**	**$18.000,001 to $24,000,000**	**$24,000,001 and above**	
30 Day Pre-Pay	**-7.72%**	**-7.82%**	**-8.07%**	**-8.32%**	
15 Day Pre-Pay	**-7.43%**	**-7.53%**	**-7.78%**	**-8.03%**	
7 Day Pre-Pay	**-7.25%**	**-7.35%**	**-7.60%**	**-7.85%**	
Next Day Pay	**-7.12%**	**-7.22%**	**-7.47%**	**-7.72%**	
7 Day Net	**-7.03%**	**-7.13%**	**-7.38%**	**-7.63%**	
15 Day Net	**-6.85%**	**-6.95%**	**-7.20%**	**-7.45%**	
30 Day Net	**-6.56%**	**-6.66%**	**-6.91%**	**-7.16%**	
45 Day Net	**-5.96%**	**-6.06%**	**-6.31%**	**-6.56%**	
60 Day Net	**-4.70%**	**-4.75%**	**-4.80%**	**-4.85%**	
90 Day Net	**-3.89%**	**-3.94%**	**-3.99%**	**-4.04%**	

Table 2: Annual Volume Incentive:

MMCAP Infuse Volume Per Year*	Additional Service Fee Discount Adjustment
$0 - $199,999 ,999	75 Basis Points (0.75%)
$200,000,000 - $499,999,999	50 Basis Points (0.50%)
$500,000,000 - $749,999,999	25 Basis Points (0.25%)
$750,000,000 - $999,999,999	No Additional Service Fee Discount Adjustment
$1,000,000,000 - $1,999,999,999	-15 Basis Points (-0.15%)
$2,000,000,000 and Above	-25 Basis Points (-0.25%)

*Total book of business between MMCAP Infuse and Wholesaler

The following payment term options shall be available to each MMCAP Infuse Member:

30 Day Pre-Pay:

Option 1 Pre-Pay: A one time deposit equal to 30 days purchase value is due by the 25th of the previous month. Thereafter, payment is due on or before seven calendar days from the date of invoice.

Option 2 Pre-Pay Draw: A deposit made monthly equal to either previous three months average OR previous one month's purchases; whichever is greater is due by the 23rd of the previous month. Following the close of the month, monthly reconciliation and true up process is conducted to determine any over payment/underpayment and determine next month's pre-pay payment.

15 Day Pre-Pay:

Option 1 Pre-Pay: A one-time deposit equal to 15 days purchase value is due by the 25th of the previous month. Thereafter, payment is due on or before seven calendar days from the date of invoice.

Option 2 Pre-Pay Draw: A deposit made monthly equal to either previous three months average OR previous one month's purchases; whichever is greater is due by the 7th of the present month. Following the close of the month, monthly reconciliation and true up process is conducted to determine any over payment/underpayment and determine next month's pre-pay payment.

7 Day Pre-Pay:

Option 1 Pre-Pay: A one-time deposit equal to 7 days purchase value is due by the 25th of the previous month. Thereafter, payment is due on or before seven calendar days from the date of invoice.

Option 2 Pre-Pay Draw: A deposit made monthly equal to either previous three months average OR previous one month's purchases; whichever is greater is due by the 7th of the present month. Following the close of the month, monthly reconciliation and true up process is conducted to determine any over payment/underpayment and determine next month's pre-pay payment.

Next Day Net: Next Day Net means that the MMCAP Infuse Member will pay Wholesaler in full on or before the next calendar day of when the invoice is generated within Wholesaler's ordering system.

Seven (7) Day Net: 7 Day Net means that the MMCAP Infuse Member will pay Wholesaler in full on or before the 7th calendar day of when the invoice is generated within Wholesaler's ordering system.

Fifteen (15) Day Net: 15 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 15th calendar day of when the invoice is generated within Wholesaler's ordering system.

Thirty (30) Day Net: 30 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 30th calendar day of when the invoice is generated within Wholesaler's ordering system.

Forty-Five (45) Day Net: 45 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 45th calendar day of when the invoice is generated within Wholesaler's ordering system.

Sixty Day (60) Day Net: 60 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 60th calendar day of when the invoice is generated within Wholesaler's ordering system.

Ninety Day (90) Day Net: 90 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 90th calendar day of when the invoice is generated within Wholesaler's ordering system.

If any of the above-specified Payment Term due dates fall on a weekend day or local, state, or federal holiday, payment will be due on the on the preceding business day.

Each MMCAP Infuse Member may select one of the payment term options indicated above by indicating its selection to Wholesaler. At any time during the term of this Contract, an MMCAP Infuse Member may change its manner of paying the Wholesaler upon thirty (30) days' prior written notice to Wholesaler.

Wholesaler will accept Electronic Funds Transfer (EFT) for payment, but does not offer any additional discounts for paying by EFT. Government Purchasing Cards (P-Cards) are not an allowable payment modality.

Wholesaler will apply service fee discounts to all emergency deliveries.

Wholesaler will apply service fee discounts to all MMCAP Infuse Contract Products. Service fee discounts will be applied to MMCAP Infuse Contract Products that also meet the definition of Bulky Products. Service fee discounts will be applied to Non- Contract Products, (including Wholesaler's Generic Drug Program Products), with the exception of Non-Contract Products that also meet the definition of Bulky Products and/or priced from the Apexus Source contracts.

Service fee discounts will not be applied to Non-Contract Bulky Products.

Service fee discounts will be applied to MMCAP Infuse Contract Drop Shipments. Service fee discounts will be applied to Non-Contract Products that must be drop shipped due to a Wholesaler-created Stock Outage (excluding cases where the manufacturer is unable to supply the MMCAP Infuse Contract Product). Service fee discounts will be applied to Non-Contract Drop Shipment Products that do not meet the definition of Bulky Products.

Service fee discount exception (Table 3) will be applied to all products drop shipped through Cardinal Health SPD.

The purchase price for the below listed items are not subject to the standard Service Fee Discount Pricing Matrix, and will instead be priced according to the below Service Fee Discount Exceptions, unless an MMCAP Infuse Member's applicable Service Fee Discount is lower, in which case, the lower Service Fee Discount will be applied. For example if an MMCAP Infuse Member's applicable Service Fee Discount is -3.07%, such Member's Service Fee Discount applicable to its purchases of Hepatitis C Direct-Acting Antivirals (DAA) will be -3.07%, not -5.05%.

Table 3: Service Fee Discount Exceptions

Product	Service Fee Discount
Hepatitis C Direct-Acting Antivirals (DAA)	-5.05%
Specialty Products Division (SPD) Distribution	-2.00%

Table 4: Application of Service Fee Matrix:

Application of Service Fee Matrix	Yes	No
MMCAP Infuse Contract Products	X	
MMCAP Infuse Contract Bulky Products	X	
MMCAP Infuse Contract Products Drop Shipped	X	
MMCAP Infuse Contract Product for which due to Wholesaler stocking error, must be Drop Shipped to meet the needs of the MMCAP Infuse Member	X	
Wholesaler's Generic Source Program	X	
Non-Contract (Generic/Brand)	X	
Non-Contract Bulky Products		X
Apexus Generic Portfolio[1]		X

[1] Service fee discounts will not be applied to the Apexus Generic Portfolio for those MMCAP Infuse Members who are eligible.

Service fee discounts as specified in the Service Fee Matrix (Table 1) are based on the previous quarter's payment performance and sales volume for each MMCAP Infuse Member. Wholesaler will be allowed to change MMCAP Infuse Members' service fee discounts four times annually within 30 calendar days after the close of each fiscal quarter (e.g., service fee discounts for January through March must be changed by April 30). If Wholesaler does not make changes to the service fee discounts within 30 calendar days, Wholesaler will be required to make the changes that positively impact MMCAP Infuse Members and backdate those changes to the first day of the quarter, but will not be allowed to make changes to those accounts that are negatively impacted until the next fiscal quarter.

Wholesaler will provide MMCAP Infuse a draft of the proposed service fee discount changes for all MMCAP Infuse Members ten (10) business days prior to the date the changes will take effect. If MMCAP Infuse identifies any errors in the proposed service fee discounts, Wholesaler will resolve any concerns, by reviewing, modifying, and resending a draft of the proposed changes such that the required deadline is met.

Cardinal Health Pharmaceutical Distribution Returned Goods Policy

Products in "merchantable condition" (as defined below) and originally purchased from Cardinal Health may generally be returned to the customer's servicing Cardinal Health distribution center in accordance with, and subject to, the terms and conditions of this policy.

Return Made Within:	**Normal Credit Amount:**
1 – 90 Days from Invoice Date	100% of original invoice amount paid by customer. This policy covers all order shortages, filling errors and damage if reported within three (3) business days and such products are returned within ten (10) business days of the date of the applicable invoice. Recalled products must be returned in accordance with applicable recall terms.
91 – 120 Days	90% of original invoice amount paid by customer. Provided, however, if applicable Cardinal Health mark-up is greater than 0%, credit will be based on customer's contract cost or Cardinal Health's then-current base cost, as applicable.
121 – 365 Days	75% of original invoice amount paid by customer. Provided, however, if applicable Cardinal Health mark-up is greater than 0%, credit will be based on customer's contract cost or Cardinal Health's then-current base cost, as applicable.

Returns made greater than 365 days from the invoice date will not be accepted. No credit will be issued, and the product will be returned to customer.

Recalls	100% of return value (prorated for partial return) or, if known, applicable manufacturer credit.

"Merchantable condition" will be determined by Cardinal Health based upon its ability to return the product to its inventory for resale in the normal course of its business, without special preparation, testing, handling, or expense and will **exclude** the following:

a) Any product purchased from any supplier other than Cardinal Health.
b) Any product which has been used or opened; is a partial dispensing unit or unit of sale; is without all original packaging, labeling, inserts, or operating manuals; or that is stickered, marked, damaged, defaced, or otherwise cannot readily be resold by Cardinal Health for any reason.
c) Short-dated (less than seven (7) months expiration dating)
d) Any product that is outdated, seasonal, purchased on a "special order" basis, non-stocked or discontinued, drop-shipped, deals, pre-packs, frozen, products with low stability (e.g., unusually sensitive to temperature/handling situations), products considered to be toxic waste, and products not returnable by law proposed at the time of return and products remaining in opened containers.
e) Any product not intended for return to a wholesaler in accordance with the return policies of the applicable manufacturer.
f) Any product listed by any state or federal regulatory agency as a high-risk pedigree item that is returned without a valid invoice number that cannot otherwise be verified by Cardinal Health.

Unmerchantable Products
Any product not eligible for return in accordance with this policy (i.e., the product is not in "merchantable condition" as set forth above) will require return directly to the manufacturer. If any such products are returned to Cardinal Health, they will be returned to customer and no credit will be issued. Stickered products will be handled as follows: Cardinal Health will remove the sticker, retain the product and credit the customer (as applicable pursuant to this policy). If the product is damaged during the removal of the sticker, no credit will be issued to customer and the product will be returned to customer.

Notwithstanding the foregoing, in any case where Cardinal Health accepts the return of such products and agrees to return such products to the applicable manufacturer on behalf of customer (provided the manufacturer allows the return of such products), any credit issued to customer will be determined by Cardinal Health.

Required Return Documentation
Prior to returning any product to Cardinal Health, customer must execute and deliver to Cardinal Health a **Cardinal Health Returned Goods Authorization Ongoing Assurance** verifying that all returned products have been kept under proper conditions for storage, handling, and shipping.
A fully completed and signed **Merchandise Return Authorization Form** (the "MRA Form") must accompany all products to be returned. **Note**: An MRA Form cannot be fully completed without a valid invoice number. The request for an MRA Form will be rejected if a valid invoice number is not provided.

Controlled Substances
Credit for the return of controlled substances requires a separate MRA Form and such returns must comply with all applicable laws, rules and regulations in addition to the terms and conditions of this policy.

Schedule II controlled substance products unless C-IIs are damaged in shipment are not returnable. Customer must notify Cardinal Health immediately (no later than 24 hours after delivery). Cardinal Health will correct order or issue a credit under this circumstance.

Where the customer orders more Schedule II controlled substance products than intended, Cardinal Health may authorize the return and credit. Customer must notify Cardinal Health immediately (no later than 24 hours after delivery).

Unsaleable or unmerchantable controlled drugs (CIIs-CVs) products designated "no recourse" or "un-returnable" or other similar designation, if returned to Cardinal Health, the customer will receive zero (0) credit and in addition, may be returned to the customer and any potential processing and freight charges will be charged to the customer.

Refrigerated, Chemotherapy and Hazardous Products
Refrigerated, chemotherapy and hazardous products must be returned in packaging that complies with applicable regulatory requirements. All such products that are not returned in packaging that complies with applicable regulatory requirements will be considered damaged and unsaleable. This product will be destroyed and no credit will be issued to customer.

Shorts and Damaged Products
Claims of order shortages (e.g., products invoiced but not received), filling errors and damage must be reported within three (3) business days from the applicable invoice date, or no credit will be issued. Returns of damaged products or products shipped in error must be received by the Cardinal Health servicing distribution center within ten (10) business days from the applicable invoice date, or no credit will be issued. Controlled substance shortage claims must be reported immediately per DEA requirements. In all instances, credit will not be issued until verification of the claim by Cardinal Health.

No deductions may be taken by customer until a valid credit memo is issued by Cardinal Health.

Shipping of Return Products
Products to be returned must be placed in a proper shipping container and signed for by the driver when picked up.
Signed MRA Forms shall be included in totes with the returned products. Only one (1) MRA Form shall be included in each tote.

a) If the MRA Form is not signed, no credit will be issued, and the products will be returned to the customer.
b) If the MRA Form is not inside the tote with the returned products, Cardinal Health will attempt to identify the customer that returned the products. The tote will then be returned to the customer with a request for a completed MRA Form(s).
c) No credit will be issued for products returned but not listed on the accompanying MRA Form. Such products will be returned to the customer.

All MRA Forms will be reviewed by Cardinal Health for compliance with this policy. The acceptability and valuation of any return is at the sole discretion of Cardinal Health.

Products must be returned to the customer's servicing Cardinal Health distribution center within thirty (30) days from the date of customer's request for an MRA Form, or no credit will be issued. In addition to the requirements set forth in this policy, Customer shall comply with all return procedures required by the Cardinal Health servicing distribution center.

Other Restrictions
Excessive returns may result in higher restocking fees as deemed necessary by Cardinal Health. In such an instance, Cardinal Health shall provide customer and MMCAP with at least (30) days written notice prior to implementing a higher restocking fee.

Products purchases from Cardinal Health SPD are generally non-returnable or may be subject to a different returned goods policy.

DSCSA
Cardinal Health currently has projects and processes in place to comply with the DSCSA guidelines as they pertain to returns. System tools are currently being tested, internally and externally, to ensure that the DSCSA-required data points are recorded accurately. Once the testing is successful, the data elements will act behind the scenes with no inconvenience to our customers.

There are four data elements required by DSCSA as they pertain to returns, so as long as the product is still in saleable condition and as long as the four data elements are present for the return product, there will not be a change in our returns policy.

This policy is subject to change without prior notice by Cardinal Health. This policy is further subject to modification as may be deemed necessary or appropriate by Cardinal Health to comply with applicable federal and/or state regulations, FDA guidelines, state law, and other restrictions applicable to returned products. Cardinal Health will use commercially reasonable efforts to notify MMCAP of any change to this policy within ten (10) business days of said change.

AMENDMENT NO. 1 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 1 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor has executed a contract (MMS1900113) that will be effective on November 1, 2019 ("**Original Contract**");

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

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

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

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

Attachment Modification

Revision 1: *Attachment C – Service Fee Discount Matrix* of the Original Contract will be deleted in its entirety and replaced with the new *Attachment C – Service Fee Discount Matrix*, as set forth on Exhibit A of this Amendment, which is attached and incorporated herein.

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

VENDOR: Cardinal Health 110, LLC and Cardinal Health 112, LLC
The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Brad Cochran
Signature:
Title: SVP, National Markets
Date: August 12, 2019

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

Name:
Signature:
Date: Aug 14, 2019

COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. 16C, Subd. 2

Name: Jennifer VanderPlaats
Signature:
Date: 8/14/2019

EXHIBIT A
Attachment C – Service Fee Discount Matrix

Table 1: Service Fee Discount Pricing Matrix*					
	State Monthly Purchase Volume				
Facility Payment Terms	$1 to $500,000	$500,001 to $1,000,000	$1.000,001 to $2,000,000	$2,000,001 to $4,000,000	$4,000,001 to $6,000,000
30 Day Pre-Pay	-5.79%	-6.37%	-6.86%	-7.16%	-7.37%
15 Day Pre-Pay	-5.50%	-6.08%	-6.57%	-6.87%	-7.08%
7 Day Pre-Pay	-5.32%	-5.90%	-6.39%	-6.69%	-6.90%
Next Day Pay	-5.14%	-5.72%	-6.31%	-6.61%	-6.82%
7 Day Net	-5.00%	-5.58%	-6.22%	-6.52%	-6.73%
15 Day Net	-4.82%	-5.40%	-6.04%	-6.34%	-6.55%
30 Day Net	-4.53%	-5.11%	-5.75%	-6.05%	-6.26%
45 Day Net	-4.08%	-4.51%	-5.10%	-5.40%	-5.61%
60 Day Net	-3.07%	-3.45%	-3.94%	-4.24%	-4.45%
90 Day Net	-2.26%	-2.84%	-3.13%	-3.43%	-3.64%

Facility Payment Terms	$6,000,001 to $12,000,000	$12,500,001 to $18,000,000	$18.000,001 to $24,000,000	$24,000,001 and above
30 Day Pre-Pay	-7.72%	-7.82%	-8.07%	-8.32%
15 Day Pre-Pay	-7.43%	-7.53%	-7.78%	-8.03%
7 Day Pre-Pay	-7.25%	-7.35%	-7.60%	-7.85%
Next Day Pay	-7.12%	-7.22%	-7.47%	-7.72%
7 Day Net	-7.03%	-7.13%	-7.38%	-7.63%
15 Day Net	-6.85%	-6.95%	-7.20%	-7.45%
30 Day Net	-6.56%	-6.66%	-6.91%	-7.16%
45 Day Net	-5.96%	-6.06%	-6.31%	-6.56%
60 Day Net	-4.70%	-4.75%	-4.80%	-4.85%
90 Day Net	-3.89%	-3.94%	-3.99%	-4.04%

*Wholesaler will adjust the Service Fee Discount by 1.00% for those MMCAP Infuse Members that notify MMCAP Infuse of their decision to opt-out of allowing Wholesaler to attach the MMCAP Infuse Member to the Wholesaler's Generic Source contracts. For example if the aggregated monthly volume is $1 to $500,000 and the payment term is 30 Day Net, the COG for an opt-out election would be a minus 3.53% (4.53%-1%).

Table 2: Annual Volume Incentive:

MMCAP Infuse Volume Per Year*	Additional Service Fee Discount Adjustment
$0 - $199,999 ,999	75 Basis Points (0.75%)
$200,000,000 - $499,999,999	50 Basis Points (0.50%)
$500,000,000 - $749,999,999	25 Basis Points (0.25%)
$750,000,000 - $999,999,999	No Additional Service Fee Discount Adjustment
$1,000,000,000 - $1,999,999,999	-15 Basis Points (-0.15%)
$2,000,000,000 and Above	-25 Basis Points (-0.25%)

*Total book of business between MMCAP Infuse and Wholesaler

The following payment term options shall be available to each MMCAP Infuse Member:

30 Day Pre-Pay:

Option 1 Pre-Pay: A one time deposit equal to 30 days purchase value is due by the 25th of the previous month. Thereafter, payment is due on or before seven calendar days from the date of invoice.

Option 2 Pre-Pay Draw: A deposit made monthly equal to either previous three months average OR previous one month's purchases; whichever is greater is due by the 23rd of the previous month. Following the close of the month, monthly reconciliation and true up process is conducted to determine any over payment/underpayment and determine next month's pre-pay payment.

15 Day Pre-Pay:

Option 1 Pre-Pay: A one-time deposit equal to 15 days purchase value is due by the 25th of the previous month. Thereafter, payment is due on or before seven calendar days from the date of invoice.

Option 2 Pre-Pay Draw: A deposit made monthly equal to either previous three months average OR previous one month's purchases; whichever is greater is due by the 7th of the present month. Following the close of the month, monthly reconciliation and true up process is conducted to determine any over payment/underpayment and determine next month's pre-pay payment.

7 Day Pre-Pay:

Option 1 Pre-Pay: A one-time deposit equal to 7 days purchase value is due by the 25th of the previous month. Thereafter, payment is due on or before seven calendar days from the date of invoice.

Option 2 Pre-Pay Draw: A deposit made monthly equal to either previous three months average OR previous one month's purchases; whichever is greater is due by the 7th of the present month. Following the close of the month, monthly reconciliation and true up process is conducted to determine any over payment/underpayment and determine next month's pre-pay payment.

Next Day Net: Next Day Net means that the MMCAP Infuse Member will pay Wholesaler in full on or before the next calendar day of when the invoice is generated within Wholesaler's ordering system.

Seven (7) Day Net: 7 Day Net means that the MMCAP Infuse Member will pay Wholesaler in full on or before the 7th calendar day of when the invoice is generated within Wholesaler's ordering system.

Fifteen (15) Day Net: 15 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 15th calendar day of when the invoice is generated within Wholesaler's ordering system.

Thirty (30) Day Net: 30 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 30th calendar day of when the invoice is generated within Wholesaler's ordering system.

Forty-Five (45) Day Net: 45 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 45th calendar day of when the invoice is generated within Wholesaler's ordering system.

Sixty Day (60) Day Net: 60 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 60th calendar day of when the invoice is generated within Wholesaler's ordering system.

Ninety Day (90) Day Net: 90 Day Net means that MMCAP Infuse Member will pay Wholesaler in full on or before the 90th calendar day of when the invoice is generated within Wholesaler's ordering system.

If any of the above-specified Payment Term due dates fall on a weekend day or local, state, or federal holiday, payment will be due on the on the preceding business day.

Each MMCAP Infuse Member may select one of the payment term options indicated above by indicating its selection to Wholesaler. At any time during the term of this Contract, an MMCAP Infuse Member may change its manner of paying the Wholesaler upon thirty (30) days' prior written notice to Wholesaler.

Wholesaler will accept Electronic Funds Transfer (EFT) for payment, but does not offer any additional discounts for paying by EFT. Government Purchasing Cards (P-Cards) are not an allowable payment modality.

Wholesaler will apply service fee discounts to all emergency deliveries.

Wholesaler will apply service fee discounts to all MMCAP Infuse Contract Products. Service fee discounts will be applied to MMCAP Infuse Contract Products that also meet the definition of Bulky Products. Service fee discounts will be applied to Non- Contract Products, (including Wholesaler's Generic Drug Program Products), with the exception of Non-Contract Products that also meet the definition of Bulky Products and/or priced from the Apexus Source contracts.

Service fee discounts will not be applied to Non-Contract Bulky Products.

Service fee discounts will be applied to MMCAP Infuse Contract Drop Shipments. Service fee discounts will be applied to Non-Contract Products that must be drop shipped due to a Wholesaler-created Stock Outage (excluding cases where the manufacturer is unable to supply the MMCAP Infuse Contract Product). Service fee discounts will be applied to Non-Contract Drop Shipment Products that do not meet the definition of Bulky Products.

Service fee discount exception (Table 3) will be applied to all products drop shipped through Cardinal Health SPD.

The purchase price for the below listed items are not subject to the standard Service Fee Discount Pricing Matrix, and will instead be priced according to the below Service Fee Discount Exceptions, unless an MMCAP Infuse Member's applicable Service Fee Discount is lower, in which case, the lower Service Fee Discount will be applied. For example if an MMCAP Infuse Member's applicable Service Fee Discount is -3.07%, such Member's Service Fee Discount applicable to its purchases of Hepatitis C Direct-Acting Antivirals (DAA) will be -3.07%, not -5.05%.

Table 3: Service Fee Discount Exceptions

Product	Service Fee Discount
Hepatitis C Direct-Acting Antivirals (DAA)	-5.05%
Specialty Products Division (SPD) Distribution	-2.00%

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Table 4: Application of Service Fee Matrix:

Application of Service Fee Matrix	Yes	No
MMCAP Infuse Contract Products	X	
MMCAP Infuse Contract Bulky Products	X	
MMCAP Infuse Contract Products Drop Shipped	X	
MMCAP Infuse Contract Product for which due to Wholesaler stocking error, must be Drop Shipped to meet the needs of the MMCAP Infuse Member	X	
Wholesaler's Generic Source Program	X	
Non-Contract (Generic/Brand)	X	
Non-Contract Bulky Products		X
Apexus Generic Portfolio[1]		X

[1] Service fee discounts will not be applied to the Apexus Generic Portfolio for those MMCAP Infuse Members who are eligible.

Service fee discounts as specified in the Service Fee Matrix (Table 1) are based on the previous quarter's payment performance and sales volume for each MMCAP Infuse Member. Wholesaler will be allowed to change MMCAP Infuse Members' service fee discounts four times annually within 30 calendar days after the close of each fiscal quarter (e.g., service fee discounts for January through March must be changed by April 30). If Wholesaler does not make changes to the service fee discounts within 30 calendar days, Wholesaler will be required to make the changes that positively impact MMCAP Infuse Members and backdate those changes to the first day of the quarter, but will not be allowed to make changes to those accounts that are negatively impacted until the next fiscal quarter.

Wholesaler will provide MMCAP Infuse a draft of the proposed service fee discount changes for all MMCAP Infuse Members ten (10) business days prior to the date the changes will take effect. If MMCAP Infuse identifies any errors in the proposed service fee discounts, Wholesaler will resolve any concerns, by reviewing, modifying, and resending a draft of the proposed changes such that the required deadline is met.

AMENDMENT NO. 2 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 3 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler have executed contract MMS1900113 that will be effective on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; together, Original Contract and Amendment 1 will be referred to as "**Agreement**";

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

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

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

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

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

Revision 1: When fully executed, Section 15.3 of the Agreement will be amended as follows:

15.3 ***Release of MMCAP Infuse data.*** Except as may be required by Minnesota Data Practices Act, Minn. Stat. Ch. 13, or as provided in ~~Section 13~~ Section 16, WHOLESALER shall not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.

Revision 2: When fully executed, Section 34.2.4 of the Agreement will be deleted in its entirety and replaced as follows:

34.2.4 Delivery Delays. Deliveries shall be made by the WHOLESALER in accordance with the delivery window specified in Attachment A. WHOLESALER shall credit to the Member a fee of sixty dollars ($60.00) per order not delivered within sixty (60) minutes of a delivery window, and sixty dollars ($60.00) for each day thereafter the delivery is not received, payable as a credit to the Member within fourteen (14) calendar days of WHOLESALER'S disposition of the reported delay. WHOLESALER shall not be responsible for paying the aforementioned fee for delays outside of its control. MMCAP Infuse Members must report each delivery delay to WHOLESALER within twenty-four (24) hours, giving the WHOLESALER opportunity to research the source of delay and applicability of the fee.

Revision 3: When fully executed, Section 4.2 of Attachment A of the Agreement will be amended as follows:

4.2 Service Area
As of the Contract effective date, Wholesaler will provide the full range of contracted services under this Contract to all requesting MMCAP Infuse Participating Facilities and/or MMCAP Infuse Members. Unless approved by MMCAP Infuse in writing, Wholesaler must provide services to all MMCAP Infuse Participating Facilities within a state (not partial service coverage), subject to the requirements of Section 4.4. The MMCAP Infuse Office (represented by the term MMCAP Infuse) reserves the right to add or delete MMCAP Infuse Members at any time during the Contract term.

Wholesaler will provide service to the MMCAP Infuse Members specified in an amendment.

A. Upon request of the following, Wholesaler will provide pharmaceutical wholesaler distribution services to:

i. Berks Heim Nursing Home located in Pennsylvania
ii. City of Chicago, Illinois
iii. Kent State University
iv. Michigan Oakland County Health Division
v. State of Alaska
vi. State of Arizona
vii. State of California
viii. State of Colorado
ix. State of Connecticut
x. State of Delaware
xi. State of Indiana
xii. State of Iowa
xiii. State of Minnesota
xiv. State of Nebraska
xv. State of Nevada
xvi. State of New Mexico
xvii. State of North Dakota
xviii. State of Oregon
xix. State of Rhode Island
xx. State of South Dakota
xxi. State of Texas
xxii. State of Utah
xxiii. State of West Virginia
xxiv. State of Wisconsin
xxv. State of Wyoming

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

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC
The Wholesaler certified that the appropriate person(s) have executed this Amendment on behalf of the Wholesaler as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Brad Cochran
Signature:
Title: SVP, National Markets
Date: 10/31/19

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

Name:
Signature:
Date: Oct 31 2019

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

Name: Debra A.L. Burandt
Signature:
Date: 10-31-2019

AMENDMENT NO. 3 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 3 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler have executed contract MMS1900113 that became effective on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; together, Original Contract and Amendments 1 and 2 will be referred to as "**Agreement**";

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

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

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

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

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

Revision 1: The following Member was added to Section 4.2(A) of Attachment A of the Agreement, effective as of November 1, 2019:

i. <u>State of Ohio</u>

Revision 2: The following Members will be added to Section 4.2(A) of Attachment A of the Agreement, effective as of December 1, 2019:

ii. <u>State of Maine</u>
iii. <u>State of New Hampshire</u>
iv. <u>State of Tennessee Department of Corrections and Department of Mental Health</u>

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

[End of Amendment; Signature Page Follows]

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC

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

Name: Brad Cochran

Signature:

Title: SVP, National Markets

Date: November 21, 2019

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name:

Signature:

Date: Nov 21, 2019

COMMISSIONER OF ADMINISTRATION

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

Name: Jennifer VanderPlaats

Signature:

Date: 11/21/2019

AMENDMENT NO. 4 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 4 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMS1900113 on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; Amendment 3 on November 1, 2019; together, Original Contract and Amendments 1-3 will be referred to as "**Agreement**";

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

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

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

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

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

Revision 1: The following Members will be added to Section 4.2(A) of Attachment A of the Agreement, effective as of January 1, 2020:

i. State of Idaho
ii. State of New York
iii. State of North Carolina
iv. State of South Carolina

Revision 2: The following Members will be added to Section 4.2(A) of Attachment A of the Agreement, effective as of February 1, 2020:

v. State of Arkansas
vi. State of Michigan
vii. State of Missouri
viii. State of Tennessee (all remaining Members not added in Amendment 3)

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

[End of Amendment; Signature Page Follows]

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC

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

Name: Brad Cochran

Signature:

Title: SVP, National Markets

Date: 12/20/19

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name:

Signature:

Date: Dec 20, 2019

COMMISSIONER OF ADMINISTRATION

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

Name: Sara Turnbow

Signature: Sara Turnbow, PharmD, BCPS

Date: 12-20-19

AMENDMENT NO. 5 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 5 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMS1900113 on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; Amendment 3 on November 1, 2019; Amendment 4 on January 1, 2020; together, Original Contract and Amendments 1-4 will be referred to as "**Agreement**";

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

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

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

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

Revision 1: Upon request of Member District of Columbia ("**D.C.**"), Wholesaler will provide pharmaceutical wholesaler distribution services to D.C. as their selected wholesaler under the Agreement. Due to procurement fees required by a vendor agreement between D.C. and Ariba Inc. ("**Ariba**"), procurement fees will be invoiced by Ariba to Wholesaler. Section 10.4 of the Agreement requires that Wholesaler not pay a member-levied fee without first collecting the fee through increased service costs. For D.C., Wholesaler will decrease the Service Fee Discount in the amount of one-half percent (0.50%) to account for payment of procurement fees to Ariba.

As invoices are received from Ariba, Wholesaler will pay the invoices, validating transactional volumes in the Ariba system. In the event that the Service Fee Discount has been adjusted in excess of the invoiced Ariba fees for the subscription year, Wholesaler will reconcile the set aside created by the Service Fees Discount adjustment and will credit back to each D.C. Facility its share of the remaining set aside through each D.C. Facility's use of the Agreement.

[End of Amendment; Signature Page Follows]

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

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC

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

Name: Brad Lochran

Signature:

Title: SVP National Markets

Date: 1/16/2020

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name:

Signature:

Date: Jan 16, 2020

COMMISSIONER OF ADMINISTRATION

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

Name: Debra A. L. Burandt

Signature:

Date: 1-16-2020

AMENDMENT NO. 6 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 6 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMS1900113 on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; Amendment 3 on November 1, 2019; Amendment 4 on January 1, 2020; and Amendment 5 on January 16, 2020; together, Original Contract and Amendments 1-5 will be referred to as "**Agreement**";

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

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

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

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

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

Revision 1: The following Members will be added to Section 4.2(A) of Attachment A of the Agreement, effective as of February 1, 2020:

i. <u>District of Columbia</u>
ii. <u>State of Florida</u>
iii. <u>State of Georgia</u>
iv. <u>State of Kentucky</u>
v. <u>State of Washington</u>

[End of Amendment; Signature Page Follows]

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

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC
The Wholesaler certified that the appropriate person(s) have executed this Amendment on behalf of the Wholesaler as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Brad Cochran

Signature:

Title: SVP, National Markets

Date: 1/27/2020

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

Name: James Babbitt

Signature:

Date: Jan 27, 2020

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

Name: Jennifer VandePhaats

Signature: Jennifer VandePhaats

Date: 1/27/2020

AMENDMENT NO. 7 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 7 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMS1900113 on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Wholesaler amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; Amendment 3 on November 1, 2019; Amendment 4 on January 1, 2020; Amendment 5 on January 16, 2020; and Amendment 6 on February 1, 2020; together, Original Contract and Amendments 1-6 will be referred to as "**Agreement**";

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

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

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

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

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

Revision 1: The following Member will be added to Section 4.2(A) of Attachment A of the Agreement, effective as of March 1, 2020:

i. <u>State of Maryland</u>

[End of Amendment; Signature Page Follows]

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

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC
The Wholesaler certified that the appropriate person(s) have executed this Amendment on behalf of the Wholesaler as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Brad Cochran

Signature:

Title: SVP, National Markets

Date: February 25, 2020

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

Name:

Signature:

Date: Feb 25, 2020

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

Name: Debra A. L. Burandt

Signature:

Date: 2-25-2020

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AMENDMENT NO. 8 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 8 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMS1900113 on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Wholesaler amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; Amendment 3 on November 1, 2019; Amendment 4 on January 1, 2020; Amendment 5 on January 16, 2020; Amendment 6 on February 1, 2020; and Amendment 7 on March 1, 2020; together, Original Contract and Amendments 1-7 will be referred to as "**Agreement**";

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

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

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

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

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

Revision 1: The following Member will be added to Section 4.2(A) of Attachment A of the Agreement, effective as of May 1, 2020:

i. <u>State of Montana</u>

[End of Amendment; Signature Page Follows]

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

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC

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

Name: Brad Cochran

Signature: BC

Title: SVP, National Markets

Date: April, 22, 2020

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: DocuSigned by: James Babbitt

Signature: James Babbitt

DDE5B1490A484FC...

Date: 4/23/2020

COMMISSIONER OF ADMINISTRATION

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

Name: Debra A L Burandt

DocuSigned by:

Signature: Debra A L Burandt

267A4DD798B9475...

Date: 4/23/2020

DocuSign Envelope ID: EDFD31A3-45D4-4E90-A4E9-5F0E5B9588A5

AMENDMENT NO. 9 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 9 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMS1900113 on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Wholesaler amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; Amendment 3 on November 1, 2019; Amendment 4 on January 1, 2020; Amendment 5 on January 16, 2020; Amendment 6 on February 1, 2020; Amendment 7 on March 1, 2020; and Amendment 8 on May 1, 2020 together, Original Contract and Amendments 1-8 will be referred to as "**Agreement**";

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

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

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

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

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

Revision 1: The following Members will be added to Section 4.2(A) of Attachment A of the Agreement, effective as of June 1, 2020:

i. <u>State of New Jersey</u>
ii. <u>State of Vermont</u>
iii. <u>Commonwealth of Virginia</u>

[End of Amendment; Signature Page Follows]

DocuSign Envelope ID: EDFD31A3-45D4-4E90-A4E9-5F0E5B9588A5

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

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC

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

Name: Brad Cochran

Signature:

Title: SVP, National Markets

Date: May 28, 2020

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: James Babbitt

Signature: DocuSigned by: James Babbitt DDE5B1490A484FC...

Date: 5/29/2020

COMMISSIONER OF ADMINISTRATION

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

Name: DocuSigned by: Debra A L Burandt

Signature: Debra A L Burandt 867A46D798B9475...

Date: 5/29/2020

DocuSign Envelope ID: CC50B5B5-B436-4821-843C-DA3D8441F9CE

AMENDMENT NO. 10 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 10 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMS1900113 on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Wholesaler amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; Amendment 3 on November 1, 2019; Amendment 4 on January 1, 2020; Amendment 5 on January 16, 2020; Amendment 6 on February 1, 2020; Amendment 7 on March 1, 2020; Amendment 8 on May 1, 2020; and Amendment 9 on June 1, 2020; together, Original Contract and Amendments 1-9 will be referred to as "**Agreement**";

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

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

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

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

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

<u>Modifications:</u>

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

1.2 ***Expiration date:*** October 31, ~~2021~~ <u>2022</u>, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Contract may be extended for up to an additional ~~three (3)~~ two (2) years, at increments determined by MMCAP Infuse, on written acceptance by both parties, for a total term not to exceed five (5) years.

Revision 2: Wholesaler's contact information in Paragraph 9 of the Agreement will be revised as follows:

~~SVP, National Accounts~~ <u>VP, Alternate Care Sales</u>
With a copy to: General Counsel
Cardinal Health 110, LLC
Cardinal Health 112, LLC
7000 Cardinal Place
Dublin, OH 43017

[Amendment Continues]

Revision 3: Subparagraphs 1-3 of Paragraph 4.3(A) in ***Attachment A*** of the Agreement will be deleted in their entirety and replaced with the following:

1. The Wholesaler's designated Primary Account Representatives for MMCAP Infuse will be Wendy Sease, Director State Government, wendy.sease@cardinalhealth.com, 651-247-0695, Clay Miller, Manager State Government, clay.miller@cardinalhealth.com, 614- 757-6763, and Erin Hollenbacher, Manager State Government Compliance, erin.hollenbacher@cardinalhealth.com, 614-652-1833.

2. Additional functional contacts are:

a. Contract issues/discrepancies (product stocking, product loading, pricing): Tiffany Martin, Consultant tiffany.martin@cardinalhealth.com, 614-757-7528.
b. Class of trade issues (contract eligibility, denials, etc.): Tiffany Martin, Consultant tiffany.martin@cardinalhealth.com, 614-757-7528.
c. Issues concerning MMCAP Infuse's invoice auditing service: Tiffany Martin, Consultant tiffany.martin@cardinalhealth.com, 614-757-7528.
d. Wholesaler distribution service fees: Erin Hollenbacher, Manager State Government Compliance, erin.hollenbacher@cardinalhealth.com 614-652-1833.
e. Data/reporting issues: Erin Hollenbacher, Manager State Government Compliance, erin.hollenbacher@cardinalhealth.com 614-652-1833.
f. Shareback fee process: Jason Gawlik, Consultant Account Management, Jason.gawlik@cardinalhealth.com, 614-757-7468.
g. Electronic invoice auditing dispute resolution: Tiffany Martin, Consultant tiffany.martin@cardinalhealth.com, 614-757-7528.
h. Service fee /cost of goods discounts:
Regional Leaders and Senior Specialists will be responsible for any service fee discount inquiries specific to their assigned member states. Any escalated inquiries surrounding service fee/cost of goods discounts should be directed to Clay Miller, clay.miller@cardinalhealth.com, 614- 757-6763.
i. DSCSA: Erin Hollenbacher, Manager State Government Compliance, erin.hollenbacher@cardinalhealth.com 614-652-1833.
j. Accounts receivable: Michelle Janlin, Collections Manager, michelle.janlin@cardinalhealth.com, 614-822-4135
k. Accounts Payable: Erin Hollenbacher, Manager State Government Compliance, erin.hollenbacher@cardinalhealth.com, 614-652-1833.

3. In the event the MMCAP Infuse determines the Primary Account Representative is non-responsive, MMCAP Infuse will escalate to Angela Perrie, VP Alternate Care Sales, angela.perrie@cardinalhealth.com, 614-937-1360, to take appropriate corrective action for problem resolution.

[Amendment Continues]

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Revision 4: Paragraph 4.9(D) in ***Attachment A*** of the Agreement will be revised as follows:

D. Controlled Substances Ordering System (CSOS)

1. Wholesaler's Controlled Substance Ordering System, CSOS Anywhere will allow MMCAP Infuse Participating Facilities to submit secure, electronic orders for controlled substances, eliminating the need for paper DEA Form 222.
2. CSOS Anywhere is bundled with Order Express.
3. Where needed by a MMCAP Infuse Member, Wholesaler's standard turnaround time for the hard copy version of DEA Form 222 is 72 hours to 96 hours of blank receipt ~~24 hours to 48 hours~~, depending on location. If CSOS orders are received by the distribution centers' cutoff time, they will be delivered the next day.
4. Controlled substances ordered on a hard copy version of DEA Form 222 will be shipped upon Wholesaler's ~~receipt~~ processing of the form ~~or~~ and on the Next Scheduled Delivery Day. Wholesaler will not impose any additional shipping charges for ordering controlled substances if the controlled substances are shipped separately from the original order or on the Next Scheduled Delivery Day.
5. For controlled substance orders using electronic CSOS (electronic DEA Form 222), Wholesaler's standard turnaround time is 24 hours. Wholesaler will not apply additional shipping charges for controlled substances when shipped separately from another order due to process delays.
6. All fees for the use of CSOS or for using the hard copy version of DEA Form 222 will be listed on Attachment B, Discounts and Fees.

Revision 5: The first full paragraph after *Table 4: Application of Service Fee Matrix* in ***Attachment C*** of the Agreement will be revised as follows:

Service fee discounts as specified in the Service Fee Matrix (Table 1) are based on the previous quarter's payment performance and sales volume for each MMCAP Infuse Member. Wholesaler will be allowed to change MMCAP Infuse Members' service fee discounts four times annually on the first day of the month ~~within 30 calendar days~~ after the close of each fiscal quarter (e.g., service fee discounts for January through March must be changed by ~~April 30~~ May 1). If Wholesaler does not make changes to the service fee discounts ~~within 30 calendar days~~ by the first day of the month, Wholesaler will be required to make the changes that positively impact MMCAP Infuse Members and backdate those changes to the first day of the quarter, but will not be allowed to make changes to those accounts that are negatively impacted until the next fiscal quarter.

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

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC

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

Name: Angela Perrie

Signature: Angela Perrie (Mar 15, 2021 18:09 EDT)

Title: VP, Alternate Care Sales

Date: 3/15/2021

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: Jennifer Vanderplaats

Signature: DocuSigned by: Jennifer Vanderplaats CD83E8166C064D1...

Date: 3/16/2021

COMMISSIONER OF ADMINISTRATION

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

Name: Debra A. L. Burandt

Signature: DocuSigned by: Debra A. L. Burandt 867A46D798B9475...

Date: 3/16/2021

Cardinal MMS1900113 AMD 10 2021.03.11 (1)

Final Audit Report 2021-03-15

Created:	2021-03-15
By:	erin.hollenbacher@cardinalhealth.com
Status:	Signed
Transaction ID:	CBJCHBCAABAA5NECNBAec8Q8UcPbCclcyPdQWsC_Y_HI

"Cardinal MMS1900113 AMD 10 2021.03.11 (1)" History

Document created by erin.hollenbacher@cardinalhealth.com
2021-03-15 - 6:15:24 PM GMT- IP address: 208.127.90.247

Document emailed to Angela Perrie (Angela.Perrie@cardinalhealth.com) for signature
2021-03-15 - 6:17:33 PM GMT

Document e-signed by Angela Perrie (Angela.Perrie@cardinalhealth.com)
Signature Date: 2021-03-15 - 10:09:30 PM GMT - Time Source: server- IP address: 75.188.224.87

Agreement completed.
2021-03-15 - 10:09:30 PM GMT

DocuSign Envelope ID: AFA2EBCF-4699-479B-9859-8F18C3FB6AE3

AMENDMENT NO. 11 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 11 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("**Wholesaler**").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMS1900113 on November 1, 2019 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Wholesaler amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; Amendment 3 on November 1, 2019; Amendment 4 on January 1, 2020; Amendment 5 on January 16, 2020; Amendment 6 on February 1, 2020; Amendment 7 on March 1, 2020; Amendment 8 on May 1, 2020; Amendment 9 on June 1, 2020; and Amendment 10 on March 16, 2021; together, Original Contract and Amendments 1-10 will be referred to as "**Agreement**";

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

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

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

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

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

Modifications:

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

1.2 ***Expiration date:*** October 31, ~~2022~~ 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Contract may be extended for ~~up to~~ an additional ~~two (2)~~ one (1) year~~s~~, at increments determined by MMCAP Infuse, on written acceptance by both parties, for a total term not to exceed five (5) years.

Revision 2: Paragraph 8 of the Agreement will be deleted in its entirety and replaced with the following:

8. Authorized Representative

MMCAP Infuse's Authorized Representative is Ms. Robbin Tschida, MMCAP Infuse Pharmacy Distribution Services Coordinator, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-2412, robbin.tschida@state.mn.us or her successor or designee, and has the responsibility to monitor the WHOLESALER's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, MMCAP Infuse's Authorized Representative will certify acceptance on each invoice submitted for payment.

The WHOLESALER's Authorized Representative is Wendy Sease, Director, State Government at the following business address and telephone number: 7000 Cardinal Place, Dublin, OH 43017, 651-247-0695 Wendy.Sease@cardinalhealth.com, or his/her successor. If the WHOLESALER's Authorized Representative changes at any time during this Contract, the WHOLESALER must immediately notify MMCAP Infuse.

Revision 3: Subparagraphs 1-3 of Paragraph 4.3(A) in *Attachment A* of the Agreement will be deleted in their entirety and replaced with the following:

1. The Wholesaler's designated Primary Account Representatives for MMCAP Infuse will be Wendy Sease, Director State Government, wendy.sease@cardinalhealth.com, 651-247-0695, Erin Hollenbacher, Manager State Government, erin.hollenbacher@cardinalhealth.com, 614- 652-1833, and Jason Gawlik, Manager State Government Compliance, Jason.gawlik@cardinalhealth.com, 614-757-7468.
2. Additional functional contacts are:

   a. Contract issues/discrepancies (product stocking, product loading, pricing): Tiffany Martin, Consultant tiffany.martin@cardinalhealth.com, 614-757-7528.
   b. Class of trade issues (contract eligibility, denials, etc.): Tiffany Martin, Consultant tiffany.martin@cardinalhealth.com, 614-757-7528.
   c. Issues concerning MMCAP Infuse's invoice auditing service: Tiffany Martin, Consultant tiffany.martin@cardinalhealth.com, 614-757-7528.
   d. Wholesaler distribution service fees: Jason Gawlik, Manager State Government Compliance, Jason.gawlik@cardinalhealth.com 614-757-7468.
   e. Data/reporting issues: Jason Gawlik, Manager State Government Compliance, Jason.gawlik@cardinalhealth.com 614-757-7468.
   f. Shareback fee process: Jason Gawlik, Consultant Account Management, Jason.gawlik@cardinalhealth.com, 614-757-7468.
   g. Electronic invoice auditing dispute resolution: Tiffany Martin, Consultant tiffany.martin@cardinalhealth.com, 614-757-7528.
   h. Service fee /cost of goods discounts:
   Regional Leaders and Senior Specialists will be responsible for any service fee discount inquiries specific to their assigned member states. Any escalated inquiries surrounding service fee/cost of goods discounts should be directed to Erin Hollenbacher, erin.hollenbacher@cardinalhealth.com, 614- 652-1833.
   i. DSCSA: Jason Gawlik, Manager State Government Compliance, Jason.gawlik@cardinalhealth.com 614-757-7468.
   j. Accounts receivable: Michelle Janlin, Collections Manager, michelle.janlin@cardinalhealth.com, 614-822-4135
   k. Accounts Payable: Jason Gawlik, Manager State Government Compliance, Jason.gawlik@cardinalhealth.com 614-757-7468.

3. In the event the MMCAP Infuse determines the Primary Account Representative is non-responsive, MMCAP Infuse will escalate to Christopher Gersitz, VP Alternate Care Sales, christopher.gersitz@cardinalhealth.com, 832-577-5136, to take appropriate corrective action for problem resolution.

Revision 4: Paragraph 4.5(C)(13) in *Attachment A* of the Agreement will be deleted in its entirety and replaced with the following:

13. Wholesaler's designated contact for all usage, inventory, and special order questions for MMCAP Infuse is Arjola Hizmo, arjola.hizmo@cardinalhealth.com. MMCAP Infuse Participating Facilities can also contact their account representatives or customer service.

Revision 5: Paragraph 4.8(A)(2)(d) in *Attachment A* of the Agreement will be deleted in its entirety and replaced with the following:

d. **Mobile Order Express with handheld technology** - allow a user to build and place an order, perform physical inventory and receive their shipment of orders all on the device with no need to cradle or sync to a computer. The Mobile website seamlessly integrates with the desktop experience on Order Express giving the user easy access to the best of both features. With instant synchronization of data between the desktop and mobile experience, any user can review and modify actions throughout the ordering process. The handheld device scans directly in the Mobile Order Express website obtaining the most recent catalog and pricing which provides the pharmacy with accurate stock and pricing information.

Revision 6: Paragraph 4.13(A)(10) in *Attachment A* of the Agreement will be revised as follows:

10. At a minimum, the Wholesaler's invoice will contain the following fields:
    MMCAP Infuse Participating Facility Name
    Wholesaler-assigned account number for the MMCAP Infuse Participating Facility
    Invoice number
    Invoice line number
    MMCAP Infuse Participating Facility's purchase order number
    Invoice date
    Wholesaler's SKU item number
    NDC (11 digit) or UPC if NDC not available
    Controlled substance classification
    Product Name/Description
    Packaging as associated with NDC number or UPC if NDC not available
    Unit price
    Quantity ordered
    Quantity shipped
    Extension (unit price multiplied by the quantity shipped)
    Total invoice price
    Type of transaction (Contract, Non-Contract)
    Bill to address
    Ship to address
    Applicable omit codes (e.g., Manufacturer Backorder, wholesaler temporarily out, manufacturer discontinued, etc.)

Revision 7: Subparagraphs 11-12 of Paragraph 4.13(A) in *Attachment A* of the Agreement will be deleted in their entirety and replaced with the following:

11. Wholesaler's invoice note codes indicate the type of transaction and are as follows:

Code	Definition
T	Taxable
CO	CT Override
CT	Contract
CS	CT Source
CN	CT Net
NT	Net Priced
OV	Override
CB	CT SRC Backup
C+	Base Price

12. Wholesaler's omit codes are:

Code	Definition
1	Restricted Code
2	DC Discontinued
3	Mfg Discontinued
4	Dropship
5	Availability Issue
5a	New Item
5b	Non stock
6	Temp out

Revision 8: Paragraph 5 of *Attachment B – Other Fees* in the Agreement will be deleted in its entirety and replaced with the following:

5. Inventory Support

Inventory Support	Fees
Restocking Fee	Returns subject to specific requirements outlined within Attachment D (Wholesaler's Returned Goods Policy).
Shelf Labels	No Charge
On-site support of physical inventory	No Charge
Handheld devices for physical inventory	Price per Device Discontinued devices still in circulation: • MC1000/MC2180 - $40 per month • MC 40 - $100 per month New device: • QS-22 - $99 per month
Monthly devices for receiving	Price per Device Discontinued devices still in circulation: • MC 40 – Long Term Lease $100 per month • MC1000/MC2180 - $40 per month New device: • QS-22 - $99 per month

WHOLESALER: Cardinal Health 110, LLC and Cardinal Health 112, LLC

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

Name: Christopher Gersitz

Signature: Christopher Gersitz (Aug 10, 2022 10:25 CDT)

Title: VP, Account Management

Date: 08/10/2022

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: Brandon Sis

Signature: DocuSigned by: Brandon Sis 7DEB89B34EBE41C...

Date: 8/10/2022

COMMISSIONER OF ADMINISTRATION

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

Name: Renata Vaschevici

Signature: DocuSigned by: Renata Vaschevici 69ABFC827DA744F...

Date: 8/10/2022