Accurate as of January 24, 2022
The most current version
http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx

Minnesota Department of Administration
Office of State Procurement
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155
Phone: 651.201.2420

FFF Enterprises, Inc.

VENDOR CONTRACT: MMS1900142

Prepared by: James Babbitt on December 27, 2019

Program Manager: Jennifer VanderPlaats

PREFIX A

Definitions and Acronyms

Are attached and incorporated into the Agreement

Definitions

1. **Administrative Fee**: Means the corresponding percentage (%) of the invoiced price for all sales to MMCAP Infuse Members, as set forth in Exhibit C to this Agreement.
2. **Agreement**, **Contract**, or **Vendor Contract**: Means the resulting agreement that is reached between MMCAP Infuse and the Vendor.
3. **Contract Pricing**: Means the price at which Vendor will provide Contracted Items to MMCAP and its Membership, generally provided by MMCAP Infuse to Vendor and based on agreements MMCAP Infuse has with MMCAP Infuse Suppliers.
4. **Contract(ed) Items**:
   A. **Products**: Means all products offered by the Vendor in this Agreement; generally, unless stated otherwise when referencing Products, it will mean MMCAP Infuse Direct Contract Items.
   B. **Services**: Services for Product distribution will not be itemized or charged separately.
5. **Days**: (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
6. **Drop Shipments**: Products ordered by the Members through the Vendor and shipped directly to the Members from the manufacturer/product supplier. The manufacturer/product supplier notifies and bills the Vendor, who then invoices and receives payment from the Member.
7. **Facility**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this Agreement.
8. **Government Unit**: Any entity as defined by Minnesota Statute 471.59, except for agencies of the United States (federal).
9. **Group Purchasing Organization (GPO)**: Means as defined in U.S. Title 42, The Public Health and Welfare, Section 1320.
10. **Influenza Vaccine**: Vaccines that protect against infection by influenza viruses. New versions of the vaccines are developed annually.
11. **Member**: Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
12. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Facilities, and other Government Units.
13. **MMCAP Infuse Direct Contract(ed) Item(s)**: Any Contracted Item for which MMCAP Infuse has direct contract with and MMCAP Infuse Supplier and the Vendor is distributing the Contracted Item(s)**.**
14. **MMCAP Infuse Suppliers:** Any manufacturer or supplier MMCAP Infuse has a direct agreement with, which provides MMCAP Infuse and its Membership access to MMCAP Infuse Direct Contracted Items.
15. **Next Scheduled Delivery Day:** The day agreed upon by the Vendor and the Member for delivery of Products. For some Members, the Next Scheduled Delivery Day may not necessarily denote that the delivery will be made within 24 hours.
16. **Non-Contract Product:** Any Contracted Item that that neither MMCAP Infuse nor the Member a has a direct contract for with the manufacturer and/or supplier.
17. **Order Form**: Means the document or electronic platform Facility or Member utilizes to obtain Contracted Items.
18. **State**: Means one of the recognized fifty (50) states of the United States of America.
19. **Supplier**: Means a manufacturer or supplier of products to Vendor for distribution to MMCAP Infuse Member Facilities.
20. **Vendor**: As identified on the cover page and opening paragraph of page 2.

AGREEMENT FOR MMCAP NO. MMS

THIS Agreement is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and FFF Enterprises, Inc., a corporation with an address of 44000 Winchester Road, Temecula, California 92590 ("**Vendor**").

Contract Term:

1. **Effective Date**: January 1, 2020, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later. **The Vendor must not begin work under this Agreement until it has been notified by MMCAP Infuse to begin the work**.
2. **Expiration Date**: December 31st, 2021, or until all obligations have been satisfactorily fulfilled as determined by MMCAP Infuse, whichever occurs first.
3. The Contract Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

AGREEMENT COMPONENTS

The following components are the Agreement and all referenced Prefix and Attachments, which are attached and incorporated into this Agreement.

1. **Prefix A**: Definitions
2. **Attachment A**: Additional Scope of Work
3. **Attachment B**: Discounts
4. **Attachment C**: Additional Services
5. **Attachment D**: Required Reporting
6. **Attachment E**: Returned Goods Policy
7. **Attachment F**: MMCAP Infuse Suppliers
8. **Attachment G**: Annual Influenza Vaccine Forms
9. **Attachment H**: MN Statutory Language
10. **Exhibit A**: Account Set Up Form
11. **Exhibit B**: MiniBarRx Agreement Sample
12. **Exhibit C**: Administrative Fees Schedule

ARTICLE I
PRICING

1.1 **Pricing.** Contracted Items except for Influenza Vaccines will be charged to members at the contracted rate set forth by MMCAP Infuse and the MMCAP Infuse Supplier. Chargebacks with the MMCAP Infuse Supplier must be performed to ensure products are invoiced at the price MMCAP Infuse has agreed upon with the MMCAP Infuse Supplier for Contracted Items. No mark up or cost-plus models will be allowed under this agreement. Should MMCAP Infuse not have a vaccine on contract (Non-Contracted Products) that Vendor has in its distribution center it will be offered at WAC.

A. Should MMCAP Infuse Suppliers offer special pricing tiers to the Members, Vendor will apply these tiered pricing arrangements to the Members who qualify.

B. Influenza Vaccines pricing will be negotiated, finalized and amended into this agreement on an annual basis. Unless mandated by a MMCAP Infuse Supplier, Influenza Vaccines will not be required to follow the chargeback process.

1.2 **Member Fees**. In the event a Member requires a fee be added to the Agreement price (e.g., member levied procurement fee or system use fee), that fee must be added on top of the Contract Pricing and Vendor may not absorb the fee. Vendor must not pay a Member levied fee without first collecting the fee through increased Contract Pricing for the applicable Member. The fees will be set aside and paid to the Member as detailed in a form provided and approved by MMCAP Infuse.

1.3 **Competitive Pricing**. If MMCAP Infuse is made aware and determines during the Contract Term, Vendor is offering better Contract Pricing and/or Contracted Items to another GPO or Government Unit purchasing similar volume of similar products, Vendor will have ten (10) days to work with MMCAP Infuse to amend this Agreement to provide MMCAP Infuse the same Contract Pricing and/or Contracted Items.

1.4 **Product Dating**. All Products except for Influenza Vaccines supplied to Members must have an expiration date/usability date of at least twelve (12) months from the date of acceptance of the Product by the Member. Members will be notified and have the option to accept or reject Products of less than 12-month expiration dating.

A. Influenza Vaccine**:** Influenza vaccines should have the maximum expiration dating given from the manufacturer for the accompanying influenza season.

1.5 **Product Outages**. See ***Attachment A***.
1.6 **Product Discontinuation**. See ***Attachment A.***
1.7 **Failure to Provide Service**. See ***Attachment A***.
1.8 **Disputed Claims**. If a Vendor disputes a claim from Member or MMCAP Infuse, it will be resolved in accordance to this Agreement.

ARTICLE II
PAYMENT AND DELIVERY

2.1 **Conditions of Payment**. All Contract Items provided by the Vendor under this Agreement must be performed to the satisfaction of MMCAP Infuse and the Member, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor will not receive payment for work found by MMCAP Infuse to be unsatisfactory or performed in violation of federal, state, or local law.

2.2 **Payment Method**. Vendor will accept check or Electronic Funds Transfer (EFT) as a payment method. Member will initiate the EFT process with its financial institution.

2.3 **Payment Term**. For all Products except for Influenza Vaccines, payment will be made within thirty (30) days from date of purchase, as shown on the invoices; for Influenza Vaccines, payment will be made within sixty (60) days from the date of purchase, as shown on the invoices.

A. If the due dates fall on a weekend or local, state, or federal holiday, payment will be made by the next business day.
B. Federal Exercise Tax is due to Vendor on all vaccines of which are required to carry this tax. This tax is not exempt for government facilities.

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

2.5 **Shipment for Products**. Vendor must distribute and deliver the Contracted Items covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any Facility without the prior written approval by the Member and MMCAP Infuse. Delivery for Products under this Agreement shall be FOB Destination, freight prepaid is allowed, unless otherwise agreed to by Vendor and Member. Vendor will not add any fuel surcharges to the purchase under this Agreement. Notwithstanding the foregoing, emergency orders, rush orders, orders for products not regularly stocked by Vendor's local servicing distribution center, products dropped shipped from Vendor's contracted supplier, and orders not regularly scheduled are subject to an added shipping and handling charge determined by Vendor and disclosed to Member before a purchase is made.

A. Delivery Schedule: All deliveries will be made next day (including Alaska and Hawaii), unless communicated otherwise. Same day delivery is not available unless the service can be available through emergency delivery. Orders received Monday through Thursday will be delivered the following day. Orders received Friday-Sunday will be delivered the next scheduled delivery day. Vendor will provide a Holiday Schedule to each Member and MMCAP Infuse throughout the Term.
   i. The table below identifies the distribution center local cut-off time at each of Vendor's facilities:

Distribution Center	Local Cut-Off Time
44000 Winchester Road Temecula, CA 92590	4:00pm PST
1601 Old Greensboro Rd Kernersville, NC 27284	4:00pm EST
(future potential) 1650 Lakeside Parkway Flower Mound, TX 75028	4:00pm CST

B. Hazardous Materials: Vendor will only ship hazardous materials as allowed by the appropriate government regulations.
C. Damaged Products: All damaged Products will be reported to Vendor's customer service department and applicable credits will be issued within ten (10) days from date of notification of the damaged item.
D. Lost Products: All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re-shipment of missing Product will occur immediately after notification.
E. No Minimum Order Requirements: During the Agreement, there will be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.

F. Special Conditions for Products: If applicable to the Products offered under this Agreement, Vendor will maintain appropriate temperatures and environmental conditions in accordance with manufacturer requirements for delivery of the Products to the Members. All refrigerated Products will be shipped in returnable coolers or disposable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used if they are required by the manufacturer. If Member refuses Products that have been inadequately packaged, the Member will notify Vendor'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 Vendor.

G. Cancellation: Before terminating an order, Vendor will provide notice to the Member in writing for the reason of the terminate.

2.6 **Drop Shipments**. The Vendor will act as a conduit to expedite and simplify the ordering and payment of drop shipped Products. Products requiring Drop Shipment must be easily identified in Vendor's ordering system(s). Timelines for the delivery of Drop Shipment Products will be made per the request of the Member (e.g., expedited shipment, standard delivery, etc). Vendor will place Drop Shipment requests with manufacturers or suppliers within one (1) business day of receiving the request from the e Member. In the event that Vendor is unable to fill a Member's order for an MMCAP Infuse Direct Contract Product, Vendor will have the Product drop shipped directly from the manufacturer. Member will not be assessed a fee for this shipment.

2.7 **Emergency Order, Placement and Delivery.** Vendor's procedure for placement of emergency orders during non-business hours will be made available to each Member upon startup of service. Each Member will be provided the option to place emergency orders at cost to the Member. 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, Vendor 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 Vendor based on the severity of the emergency situation. Vendor will make a good faith effort to make emergency deliveries within twelve (12) hours following receipt of the order; emergency deliveries to Alaska and Hawaii will likely take longer.

2.8 **Delivery for Services.** Not applicable.

2.9 **Invoicing.** Vendor will submit an invoice after shipment of each order.

A. Invoice Fields: At a minimum, Vendor's invoice will contain the following fields:

i. Member name and Vendor-assigned account number for the Member;
ii. Invoice line number and Member's order number (Member must provide an order number at the time of order for this to appear on Vendor's invoice);
iii. Bill to and ship to address;
iv. Invoice date;
v. Vendor's SKU item number, Contracted Item name/description and packaging as associated with NDC number (if applicable to this Agreement);
vi. Unit price, quantity ordered, quantity shipped, extension (unit price multiplied by the quantity shipped), and total invoice price; and

B. Invoice Rounding: Vendor agrees to round down if the third digit after the decimal is four (4) or less. Vendor agrees that any rounding will occur at the Member invoice unit price.

C. Invoice Disputes: Member will notify Vendor of any known dispute with an invoice within thirty (30) days from receipt of the invoice. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the Member appropriately and provide a corrected invoice. Where the above is prohibited by a Member state's applicable law(s), the Vendor shall comply with requirements of that state's law(s) related to disputed invoices. Vendor will make a good faith effort to resolve known disputes related to Agreement pricing within thirty (30) 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.

i. In the event that applicable state law mandates set-off by a Member, such set-off rights shall be exercised only to the extent expressly set forth in the applicable statute.

2.10 **Credits and Rebills.** Vendor will process credits and rebills as notifications are received from a Member. In the case of an invoice dispute, Vendor will promptly issue credits/rebills, after the Dispute Resolution process set forth in this Agreement.

A. Vendor credits are valid until they are refunded, or the account has used payment.

B. In the event of a Facility closure, or other extreme event where the Member will not be making another purchase through Vendor, the Member may cash out its credit(s).

C. If directed by a Member, a credit can be transferred from one account to another account, provided both accounts share the same payer or (b) the credit/rebill is reversed and reissued to the secondary account .

D. The Vendor will take all commercially reasonable steps to ensure that credits that become available close to the end of the Member's fiscal year, are activated for use by the Member no later than five (5) days before the end of the fiscal year.

E. Vendor's credit memo will contain, but is not limited to the following information:
   i. original order number and invoice number;
   ii. itemized listing of the Contract Items affected;
   iii. any new invoices associated with the credit; and
   iv. Net credit amount available to the Member.

F. Vendor's rebill memo will contain, but not limited to the following information:
   i. Original purchase order
   ii. Original Vendor invoice number
   iii. Itemized listing of the product(s) affected
   iv. Credit memo associated with the rebill
   v. Reason(s) for the rebill (e.g., manufacturer chargeback denial, pricing error, etc.)

2.11 **Price Audits and Corrections**. In the event of a Contract Pricing error that is attributable to the Vendor, Vendor agrees to process credit/rebills for the past six (6) calendar months. When a Member or MMCAP Infuse discovers an error in pricing, they will notify Vendor.

2.12 **Products Returned to the Vendor**. Vendor will accept returned Products in accordance to the Return Goods Policy on ***Attachment E***, unless applicable state land federal laws conflict, in which Vendor will comply with the applicable law.

2.13 **Members' EDI Transaction Sets**. Vendor shall use best efforts to accommodate the requests of Members with respect to Vendor's use of Electronic Data Interchange ANSI X.12 Transaction Sets, including without limitation, Transaction Sets 810 (invoice), 820 (payment order/remittance advice), 832 (price/sales catalog), 850 (purchase order), 855 (purchase order acknowledgment), and 856 (ship notice/manifest). Requests for the same may also be made for these Transaction Sets translated into a readable format (i.e. Microsoft Excel).

2.14 **Product Recalls**. If any Product covered by this Agreement requires modification, is removed, or recalled by the Vendor, then Vendor will promptly notify MMCAP Infuse and the affected Members within three (3) days. Vendor agrees to comply with any process mandated by the FDA, or any other regulatory body if applicable, and will address the recall with each Member. Members will not incur costs for Product returns related to recalls Vendor will issue credit for recalled Product.

2.15 **Product Own Use Requirements.** Product ordered by Members is intended to be expressly for Members' own use and redistribution is not allowed. Should redistribution occur, Vendor reserves the right to notify MMCAP Infuse of this product redistribution and to discontinue sale of Products to such Member.

2.16 **Pedigree Requirements.** Vendor will have in place a mechanism reasonably acceptable to MMCAP and Suppliers that meets all states' and federal pedigree legislation requirements for all Products from the point of receipt by Vendor from the Supplier until the time of shipment to Members throughout the term of this Agreement. Vendor will comply with data interchange requests with respect to MMCAP Infuse's contracted DSCSA data storage vendors. Additionally, reports are to be provided to Members digitally in the absence of a contracted third party.

A. NDC/UPN Bar Coding Implementation. Vendor acknowledges that national drug code ("**NDC**") and universal product numbering ("**UPN**") systems enhance standardization, product tracking and supply chain efficiencies through common use of standard product numbers or symbols. Vendor will implement any NDC and/or UPN systems reasonably adopted by MMCAP Infuse.

ARTICLE III
TERMINATION, CANCELLATION, AND REMEDIES

3.1 **Cancellation.** Either party may cancel this Agreement any time, without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment by the Membership, determined on a pro rata basis, for Contracted Items satisfactorily delivered or performed.

3.2 **Termination for Cause**. Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The moving party must provide written notice to the other party, which upon the receiving party has thirty (30) days to cure the defects. Upon thirty days (30), the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.

3.3 **Termination for Insufficient Funding**. MMCAP Infuse may immediately terminate this Agreement 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 Contracted Items covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Contracted Items that are provided after notice and effective date of termination. However, the vendor will be entitled to payment, determined on a pro rata basis, for Contracted Items satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP Infuse must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.

A. For orders made by a Member, Vendor agrees to the applicable statutory terms of the applicable Member if the Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Contracted Items.

3.4 **Force Majeure**. Parties will not be considered in default in the performance of its obligations in the Agreement 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.

3.5 **Breach**. In the event of a breach of this Agreement, MMCAP Infuse and Members reserve the right to pursue any other remedy available by law. Vendors may be removed from the Vendor's list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the Agreement.

3.6 **Dispute Resolution**. Vendor and Members will handle dispute resolution for unresolved issues using the following procedure.

A. Notification. Parties shall promptly notify each other and MMCAP Infuse of any known dispute and work in good faith to resolve such dispute within thirty (30) days.

B. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either the Member or Vendor 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. When escalated to MMCAP Infuse, a teleconference will be scheduled with MMCAP Infuse and the Vendor to review the dispute and develop a proposed resolution and plan of action.

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

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

ARTICLE IV
MEMBERSHIP

4.1 **Membership Listing**. As new Members access the Agreement, Vendor will notify MMCAP Infuse of the complete list of Members monthly via email at: mmcap_infuse.contracts@state.mn.us. MMCAP Infuse reserves the right to add and remove Members during the Contract Term. Vendor is able to obtain a full list of MMCAP Infuse Members via the MMCAP Infuse website.

4.2 **Non-Solicitation**. During the term of this Agreement, Vendor will not solicit any Members or prospective Members to enter into or negotiate a separate contract or agreement for the same or substantially equivalent products and services offered in this Agreement without MMCAP Infuse's prior written consent. Vendor is not prohibited from responding to a request for proposals issued by a Member that may include some products and services covered by this Agreement.

4.3 **Orders**. As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP Infuse. Vendor may use their own Order Forms. To the extent that the terms of any form conflict with the terms of this Agreement, the terms of this Agreement supersede. All Contracted Products shall be listed in Vendor's online ordering system. Distributor will not knowingly redirect Members to other equivalent products that are not in the financial interest of the Member except in the case where there are no equivalent products for the requested item available. Each Member will be responsible for payment for Contracted Items to the Vendor and MMCAP Infuse will not be liable for any unpaid invoice of any Member or Facility. Vendor agrees to invoice the Members as established in this Agreement.

A. The use of obtaining a Contracted Item from the Order Form constitutes a binding contract. All Products furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the Member. Back orders, failure to meet delivery requirements, or failures to meet specifications in the Order Form and/or the Agreement authorizes the ordering entity to cancel the order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the Vendor.

4.4 **Termination of Individual Orders**. Members may terminate, immediately or as identified by Member, individual Order Forms, in whole or in part, upon written notice to Vendor upon the occurrence of any of the following events:

A. The Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contracted Items to be purchased under the Order Form;

B. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Contract Items under the Order Form is prohibited or the Member is prohibited from paying for the Contracted Items from the planned funding source; or

C. Vendor commits any material breach of this Agreement or Order Form.

Upon receipt of written notice of termination, Vendor will stop performance under the Order Form as directed by the Member. If a standing Order Form is terminated, the Member must pay Vendor in accordance with the terms of this Agreement for goods delivered and accepted by the Member.

4.5 **Jurisdiction and Venue of Orders**. Upon completion of the Dispute Resolution process outlined in this Agreement, and solely with the prior written consent of MMCAP Infuse and the State of Minnesota Attorney General's Office, the Member may bring a claim, action, suit, or proceeding against Vendor. The Member's request to MMCAP Infuse to bring the claim, action, suit, or proceeding must identify the desired jurisdiction, venue, and governing law. As it applies to purchases made by a Member, nothing in the Agreement will be construed to deprive the Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by the Member's law.

4.6 **Verification of Authorized Members**. Upon request of MMCAP Infuse, Vendor must verify that it provides Contract Price and Contracted Items this Agreement only to Members.

4.7 **Member Eligibility**. Vendor will inform any prospective Government Unit, it must complete forms with MMCAP Infuse before it can access the pricing and benefits of this Agreement.

4.8 **MPA**. In order to use this Agreement, some Members require jurisdiction-specific paperwork or contract language. Vendor may be required to review an MMCAP Infuse MPA, as an addendum to this Agreement to provide for laws specific to a state or local jurisdiction. If these circumstances exist, the Vendor will work with MMCAP Infuse and 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 Membership, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named Member. When the specific terms are agreeable to the Vendor and the Member, the MPA will be presented by MMCAP Infuse to each party for execution. No other mechanism of modifying or "attaching to" the Agreement is authorized. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA, Vendor may be precluded from doing business with that Member. No verbal or written instructions from Members, or any of their staff or officials, to change any provision of this Agreement will be accepted by Vendor without the prior written approval of MMCAP Infuse.

ARTICLE V
AGREEMENT MANAGEMENT AND TRANSITIONS

5.1 **Onboard, Transition, and Implementation.** Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition.

A. Member Transition

i. *Current Vendor Customers:* If the Member is currently contracting with the Vendor for the Contracted Items, or substantially similar services, Vendor will transition each Member from the existing contract (and existing contract terms) to this Agreement (and its terms) on the Effective Date, provided the Member is set up in the manufacturer system as an eligible member for this contract. The manufacturer determines eligibility and effective date.

ii. *New Vendor Customers:* If the Member is not currently contracting with the Vendor for Contracted Items, Vendor will develop a transition plan for the Member, deploy the plan, and implement this Agreement (and its terms) for the Member on the Effective Date.

B. Vendor Required Documentation. Vendors will provide written notification to new and existing Members, about the Vendor's required documentation and instructions, to enable the Member to transition to the Agreement. Including:

i. Credit Application
ii. Confirmation of MMCAP Infuse Membership (i.e., MMCAP Infuse ID, etc.)
iii. HIN
iv. State License
v. Sales Tax Exempt Certificate (may not be applicable for vaccines)
vi. Other forms as applicable, specific to class of trade requirements

C. Start-Up Inventory. Vendor must have all Contracted Items loaded in its ordering system and have adequate supply available to order before the Effective Date.

D. Product Training. Upon request from Member, the Vendor will provide training on the Contracted Items covered by the Agreement.

E. Price Loading Requirements. Vendor will be responsible for processing file updates, or the files sent to the Vendor by MMCAP Infuse, which specify the Contract Pricing.
   i. Vendor will load and make viewable in its ordering system, all data lines from the contract file update notifications, on a date agreed upon between the Vendor and manufacturer. See ***Attachment A*** for further specifications.

F. Completion. Vendor will work with the Member to determine the appropriate steps and schedule, subject to the above, for the transition. MMCAP Infuse and the Member acknowledge that the transition is dependent on Vendor receiving all documentation from the Member required for account set-ups. Satisfaction of a 100% operating level will include:
   i. Installation and testing of all electronic ordering equipment (See ***Attachment A*** for further details)
   ii. Training of employees
   iii. Price loading of all MMCAP Infuse Contract Items
   iv. Vendor's internal inventory preparation and distribution system
   v. Vendor's plan to ensure that stocking and chargeback agreements are in place with all MMCAP Infuse-contracted vendors

5.2 **Vendor Reporting**. Vendor will supply to MMCAP Infuse monthly sales data on or before the tenth (10^{th}) day of the subsequent calendar month. The required items for the reports are found on ***Attachment D***.

ARTICLE VI
WARRANTS, COVENANTS, AND DUTIES OF VENDOR

6.1 **Covenant of Laws**. Vendor shall comply with all state and federal laws, as applicable to each Member, in the performance of this Agreement.

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

6.3 **Payment to subcontractors.** To the extent applicable, pursuant to Minn. Stat. § 16A.1245, the Vendor must pay all subcontractors, less any retainage, within ten (10) calendar days of the Vendor's receipt of payment from a Member 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.

6.4 **Business Interruption Plan**. Vendor must have an emergency preparedness and business continuity plan. Vendor will work with each requesting Member, to develop a pre-selected list of Contracted Items to be shipped in the event of a national or regional emergency.

6.5 **Federal Health Care Program Exclusion.** Vendor represents that it, its directors, officers, and employees are not (A) sanctioned individuals or companies and have not been listed by any federal agency as barred, excluded, or otherwise ineligible for participation in federally funded health care programs as defined in 42 U.S.C. Sec. 1320a-7b(f) (**Federal Healthcare Programs**); (B) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (C) are not under investigation or otherwise aware of any circumstances which may result in such Vendor being excluded participation in Federal Healthcare Programs. Vendor agrees not to enter into a subcontract with any individuals or companies that have been sanctioned, debarred or excluded from participation in any Federal Healthcare Programs. Vendor agrees to indemnify, hold harmless and defend the State of Minnesota and MMCAP Infuse from any claims, demands or damages which the State of Minnesota and MMCAP Infuse may suffer as a result of Vendor's breach.

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

A. 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 Agreement, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549.

6.7 **Indemnification**. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse's or Members' sole negligence, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's, Members, agents, directors, employees, attorneys, and other

representatives during and after this Agreement from and against all actual and potential claims relating to loss, liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:

A. Intentional, willful, or negligent acts or omissions;
B. Fraud and or deceit;
C. Actions that give rise to strict liability;
D. Breach of contract;
E. Breach of warranty;
F. Violations of federal, state, or local laws, orders, and/or policies;
G. Employees or subcontractors criminal and civil claims; and/or
H. Failure to pay fees, charges, expenses, taxes, or other debts to third parties.

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

ARTICLE VII
WARRANTS, COVENANTS, AND DUTIES OF MMCAP

7.1 **DEA License/HIN**. Vendor will not require a Member to have a DEA number in order to obtain products unless making orders for controlled substances; Facilities will have HIN numbers assigned by MMCAP Infuse.

7.2 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all purchases of Contracted Items made by Members with the Vendor.

A. The payment of the Administrative Fees is intended to be in compliance with the Medicare and Medicaid Patient Protection Act of 1987 (Anti-Kickback Statute) and 42 U.S.C. §1320a-7b(b)(3)(A) and the "Safe Harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h) and GPOs set forth at 42 C.F.R. §1001.952(j). Vendor will not pay an Administrative Fee on the same purchase to more than one GPO, nor will Vendor split an Administrative Fee on any item between such groups
B. Vendor must provide Administrative Fee data to MMCAP Infuse within ten (10) business days after the end of each calendar month. The Administrative Fee must be paid as soon as is reasonable after the end of each calendar month, but no later than thirty (30) calendar days after the end of the calendar month. The Vendor will submit a check payable to "State of Minnesota, MMCAP Infuse Program."
C. Vendor shall not be required to pay the Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.

7.3 **Business Reviews**. Vendor will perform at least one business review with MMCAP Infuse annually. The review will be at a time and location that is mutually agreeable to Vendor and MMCAP Infuse and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

ARTICLE VIII
INTELLECTUAL PROPERTY

8.1 **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 Vendor an unlimited, non-revocable, nontransferable, fully paid license, for the term of this Agreement, to: (A) release state specific data to a Member's primary contact; (B) release any of the above data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (C) to release any of the above data to other MMCAP-approved third parties, when necessary for the performance of this Agreement; (D) to provide Member purchase data to aggregators, including IMS Health and NDC Health, subject to Vendor's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party; and (E) to provide Member purchase data to other group purchasing organizations of which the 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 Minnesota Statutes, Chapter 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP Infuse or a Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.

8.2 **Vendor Ownership**. Vendor owns all rights, title, and interest to any aggregated data not identifiable as arising from this Agreement and any other intellectual property created for or presented to MMCAP Infuse. Vendor 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 Agreement.

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

8.4 **Intellectual Property Warranty and Indemnification**. Except as otherwise set forth below, Vendor warrants that any materials, software, or products directly manufactured by Vendor 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 Vendor. Vendor, 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 and all claims, 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.

A. Vendor's indemnification obligations set forth in this Article shall apply to the extent that the third party's indemnification obligation to the Vendor is available to MMCAP Infuse. This Paragraph will not apply to any Products or Services Vendor distributes on behalf of a third-party.

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

A. Marketing. Any direct advertising, marketing, or direct offers with Members must be approved by MMCAP Infuse. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP Infuse may reject any proposal submitted by the Vendor in any subsequent solicitations for awards.

B. Endorsement. The Vendor must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services.

ARTICLE IX
INSURANCE

Vendor will not commence work under the Agreement until they have obtained all the insurance described below and MMCAP Infuse has approved such insurance. Vendor will maintain such insurance in force and effect throughout the term of the Agreement.

9.1 **Policies**. Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies:

A. Workers' Compensation Insurance: Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor 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:

i. $100,000 – Bodily Injury by Disease per employee
ii. $500,000 – Bodily Injury by Disease aggregate
iii. $100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP Infuse with a certificate of insurance.

B. Commercial General Liability Insurance: Vendor 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 operations under the Agreement whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Agreement. Insurance minimum limits are as follows:

i. $1,000,000 – per occurrence
ii. $3,000,000 – annual aggregate

iii. $5,000,000 – each/aggregate products liability
iv. The following coverages shall be included:
    a. Premises and Operations Bodily Injury and Property Damage
    b. Personal and Advertising Injury
    c. Blanket Contractual Liability
    d. Products and Completed Operations Liability
    e. Other; if applicable, please list.
    f. MMCAP named as an Additional Insured, to the extent permitted by law

C. Commercial Automobile Liability Insurance: Vendor 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 Agreement, and in case any work is subcontracted the Vendor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:
    i. $1,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage
    ii. Included: Owned, Hired, and Non-owned Automobile

9.2 **Deductibles**. Any deductible will be the sole responsibility of the Vendor and may not exceed $50,000 without written approval of MMCAP Infuse. If the Vendor desires authority from MMCAP Infuse to have a deductible in a higher amount, the Vendor will make a request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that MMCAP Infuse can ascertain the ability of the Vendor to cover the deductible from its own resources.

9.3 **Continuation**. The retroactive or prior acts date of such coverage are not to be after the effective date of this Agreement and the Vendor 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 Vendor to fulfill this requirement.

9.4 **Additional Requirements**.

A. Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of Vendor's performance under this Agreement;
B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP Infuse within five (5) days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MMCAP Infuse;
C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;
D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
F. Vendor 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 Minnesota; and
G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.

9.5 **Failure by Vendor**. MMCAP Infuse reserves the right to immediately terminate the Agreement if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by Minnesota, and copies of policies must be submitted to MMCAP Infuse upon written request.

9.6 **Submission**. The Vendor is required to submit Certificates of Insurance acceptable to MMCAP Infuse as evidence of insurance coverage requirements prior to commencing work under the Agreement.

ARTICLE X
GENERAL TERMS

10.1 **Notices**. If one party is required to provide legal notice or notice under the terms of the Agreement 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.

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

A. Invoice and Pricing Audit. MMCAP Infuse and Members served by this Agreement may periodically audit Members to determine the validity of invoice pricing. Such audits may be conducted only during ordinary business hours and upon reasonable notice.

B. Costs. Vendor, MMCAP Infuse, and 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.

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

10.4 **Assignment**. The Vendor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP Infuse and a fully executed assignment agreement.

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

10.6 **Order of Precedence**. Vendor agrees that applicable federal and state law will supersede this Agreement, however this Agreement will take precedence over all other the terms, covenants, conditions, commitments, stipulations, order forms, website use of terms, and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the provisions of this Agreement are inconsistent with any of the terms and provisions of the aforementioned legal documents in this section, this Agreement will supersede and govern. MMCAP Infuse does not agree to or bound by any additional terms and conditions between the Vendor and Member.

10.7 **Counterparts and Electronic Signature**. The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP 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 Agreement is an electronic record or transferable record.

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

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

10.10 **Governing Law, Jurisdiction, and Venue**. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Agreement are clearly inconsistent therewith, this Agreement will be governed by the Minn. Stat. § 336, the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Agreement 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.

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

Name: Luke Noll
Signature: [signature]
Title: Director Vaccine Product Sales and Corporate Accounts
Date: December 30, 2019

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

Name: James Babb/t
Signature: [signature]
Date: Dec 30, 2019

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

Name: Debra A. L. Burandt
Signature: [signature]
Date: 12-30-2019

[SIGNATURE PAGE]

ATTACHMENT A
Additional Scope of Work

1. **Inventory Management by Vendor**
   A. MMCAP Infuse Suppliers: For the term of this Contract, Vendor will have contracts with all MMCAP Infuse Suppliers (see ***Attachment F***) as required to provide Products and perform the Services for Members as described in this Contract. Exceptions must be approved in writing by MMCAP Infuse.
   B. MMCAP Infuse Contract Vaccines/Products: The Vendor will be required to sufficiently stock MMCAP Infuse Direct Contract Products. MMCAP Infuse Direct Contract Products will be expected to be viewable and orderable within Vendor's online ordering system.
      i. Vendor will not create unreasonable barriers in order to stock an MMCAP Infuse Direct Contract Product.
      ii. MMCAP Infuse must be notified in writing no later than five (5) business days if any of the MMCAP Infuse Suppliers contracts are terminated or expire with Vendor. MMCAP Infuse reserves the right to modify the MMCAP Infuse Suppliers list at any time during the Term.
      iii. Vendor will load all contract product and pricing changes and product additions or deletions within five (5) business days following receipt from the MMCAP Infuse Supplier.
      iv. Vendor will use commercially reasonable efforts to carry an average of fourteen (14) calendar days inventory on hand across their distribution network.
      v. Vendor may not discontinue stocking an MMCAP Infuse Direct Contract Product.
   C. Special Orders
      i. All large, one-time orders should be requested through the Member's account representative (if applicable) or customer service.
      ii. 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
      iii. For large volume orders, no more than ten (10) business days for processing and delivery will be required, subject to supplier availability. Vendor will need additional time for special requests requiring the same lot number.
      iv. Large, one-time orders are not returnable without prior approval of manufacturer or Vendor. Vendor will commit the resources to working with the Member and the manufacturer to find a solution if the product must be returned.
      v. Stockpiling Program orders will be facilitated through the Vendor 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 Member as well as the MMCAP Infuse.
   D. Reserved.
   E. Manufacturer Backorders (MBO)
      i. Vendor's order entry system will provide notification prior to order of all MBO.
      ii. Notifications of MBO will be provided by Vendor's 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.
      iii. Vendor acknowledges and agrees that its policy is to kill or fill all orders at order placement unless the Member is set up to receive backorders.
      iv. Members with questions in regard to recalled, allocated, and discontinued Products on backorder should call Vendor's customer service.
   F. Service Levels
      i. Vendor must submit a Raw and Adjusted Fill Rate Report using the calculations defined below (Service Level Definitions) for each Member, distribution center serving Members, and by MMCAP Infuse as a group to MMCAP Infuse on a quarterly basis. See also ***Attachment D*** for further information on reports.
      ii. *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 Vendor 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 Vendor 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 MBO units.

Adjusted Fill Rate = Number of Units Delivered / 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 Vendor as demonstrated by Vendor to the reasonable. satisfaction of the MMCAP Infuse 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 forty-eight (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.

iii. Vendor agrees to maintain a monthly Adjusted Fill Rate for Products of at least 98.5% (calculated as set forth above) for each Member account.

iv. If the monthly Adjusted Fill Rate for Products (calculated as set forth above) for a MMCAP Infuse Member account falls below 98.5%, Vendor will provide the affected MMCAP Infuse Member an action plan for improvement upon request and will work in good faith to resolve the Adjusted Fill Rate issue.

v. Service level requirements for Members will begin sixty (60) calendar days following the effective date of this Contract. The service level for new Members added to this Contract after the effective date will begin sixty (60) calendar days from the time Vendor receives the MMCAP Infuse Member's first order.

vi. Service levels related in to influenza vaccine will be reviewed on an annual basis.

2. **MMCAP Infuse Direct Contract Products**

A. Routine Vaccine Price Loading and Pricing Accuracy

i. Vendor will be responsible for processing the MMCAP Infuse Contract files and subsequent updates, or the files sent to the Vendor by MMCAP Infuse which specify the routine vaccine products and pricing that MMCAP Infuse has negotiated with its MMCAP Infuse Suppliers for vaccines. Vendor 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 Direct Contract files and updates effective date, whichever is later. When manufacturer verification is needed in order to load an MMCAP Infuse Direct Contract Product and the MMCAP Infuse-contracted manufacturer has not responded or provides data that is inconsistent with the MMCAP Infuse Direct Contract file and updates, Vendor will promptly notify MMCAP Infuse in writing no later than two (2) business days (after the five (5) business days allowed for Vendor processing).

ii. Vendor agrees that any notice received from an MMCAP Infuse Supplier for a price or Product change on an MMCAP Infuse Direct Contract Product will be forwarded to MMCAP Infuse. Vendor agrees to provide credits/rebills at no charge to correct pricing in regard to price and Product loading.

iii. Provided that Vendor has received all requested account set-up information, Vendor will have all MMCAP Infuse contracts loaded prior to the MMCAP Infuse Member's first order. This includes all tiered contracts, if applicable, per receipt of documentation from the supplier.

B. Routine Vaccine Product Additions/Deletions

i. Vendor 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 at MMCAP_Infuse.Contracts@state.mn.us.

ii. Vendor 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. Immediately upon notification of the change, Vendor 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 Members' needs.

C. Influenza Vaccine Price Loading

i. Vendor will load and make viewable in its ordering system(s) all influenza vaccine products and pricing no later than January 1 of each year. Vendor will load the lower of the price of the manufacturers provided contract price via the charge back process or the annual negotiated price with the Vendor whichever is lower. Annual product and pricing for influenza vaccine will be incorporated by amendment each year. See ***Attachment G***.

ii. Vendor agrees that any notice received from an MMCAP Infuse Supplier for a price or Product change on an MMCAP Infuse Direct Contract Product will be forwarded to MMCAP Infuse.

iii. The Vendor has received all requested account set-up information, Vendor will have all MMCAP Infuse influenza vaccine products and pricing loaded prior to the Member's first order.

3. **Ordering System**

A. System. Vendor will provide to each Member an ordering method that allows the facility to quickly and accurately order MMCAP Infuse Direct Contract Products. At a minimum, Vendor's ordering system must provide the following functionalities:

i. Clearly identify all eligible Products and whether these Products are in stock

ii. Build and place electronic orders

iii. Receive Order Confirmation reports

iv. Vendor currently supports the following ordering methods: Internet-based ordering system, EDI, direct call to customer service and email orders. All ordering methods described below require minimal setup and implementation work with the exception of EDI and Punch-Outs.

a. https://biosupply.fffenterprises.com/ – is a web-based order entry and inventory management system that will provide MMCAP Infuse Members with real-time access to up-to-date product information including product availability, immediate order confirmations, 24 months of purchase history for reporting, and other reporting capabilities.

B. Installation and Training

i. Vendor agrees that all provided software and ordering devices will be fully functional at time of installation.

ii. Software updates, system changes, and training will be facilitated through a variety of communication methods. Scheduled maintenance and enhancements will be detailed to the Member's. Training can either be provided on-site, face to face, training manual or via web training by the Vendor.

iii. Training will include:

a. Proper online order entry and submission
b. How to access and interpret Vendor's inventory status
c. Order placement process (Product inquiry, placement, order edit, order confirmation, etc.)
d. Download/Run/Print/Export contractually required reports
e. Identifying MMCAP Infuse Direct Contract Products (e.g., contract ranking)
f. Contact information in case of questions regarding ordering
g. Training guides or manuals and system operating manuals for all equipment and software furnished by the Vendor
h. Assigning of account login IDs and passwords
i. Item Return Processing Training

C. Ordering System(s) Maintenance. Vendor agrees to provide all software updates and system maintenance at no cost for the term of this Contract. Vendor agrees that maintenance on the ordering system will occur on weekends or afterhours and Members will be notified in advance. Email and calling the customer service department will serve as back-ups for Vendor's ordering system.

D. Order Placement: Vendor's ordering system(s) will display the following information:

i. Member's name
ii. Vendor assigned account number
iii. Product Name
iv. Vendor's Product Number
v. Generic Name
vi. Product Description
vii. Strength

viii. Packaging
ix. Manufacturer
x. Unit dose indicator
xi. Form (e.g., syringe, vial.)
xii. National Drug Code (NDC) for applicable Products
xiii. HIN (where applicable)
xiv. Type of contract – contract identification or code that identifies product as an MMCAP Infuse Direct Contract Product, Non-Contract, or alternate contract Product
xv. Contract Price (specific to the pricing and contract eligibility of each MMCAP Infuse Member).
xvi. Product inventory status (e.g., dropship, stocked, unavailable due to MBO, Vendor Out of Stock, or allocation situations)
xvii. Real-time Product inventory quantity available (Product in stock minus those allocated to orders) Product inquiry search option
xviii. Wholesale Acquisition Cost (WAC), when available

E. Pricing Display: MMCAP Infuse Direct Contract Products and Member individually negotiated contracts will be loaded in the prime or first position upon initial set-up and ongoing, and be visible in Vendor's ordering system. In situations where the MMCAP Infuse Direct Contract Product and another item are the same price, the MMCAP Infuse Direct 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 as well as the MMCAP Infuse Direct Contract Product pricing. Vendor's ordering system will clearly identify MMCAP Infuse Contract Direct Products.

4. **Influenza Vaccine Orders**
   A. Influenza vaccine prebook orders will be taken via Vendors customer service department or online January – March 31st of each year. Influenza vaccine prebook orders will be delivered July – October of each year.
   B. Orders placed on or after April 1st of each year will be at the contract price and may be subject to later delivery dates.
   C. There are no order minimums.
   D. All deliveries of prebooked products will be prioritized and delivered prior to October 31st of each year. Deliveries made on November 1st or thereafter of prebooked orders (prebooked prior to April 1st) will be subject to the discount outlined in ***Attachment B.***
5. **Contract Compliance**
   A. On-Contract Purchasing: Vendor agrees to encourage Members to purchase MMCAP Infuse Direct Contract Products. Vendor must not condone or encourage in any way the purchase substitution of an MMCAP Infuse Direct Contract Product with that of a Non-Contract Product.
   B. Compliance Calculations: Vendor agrees to report contract compliance using MMCAP Infuse's preferred calculations when requested by MMCAP Infuse, Members, or any other entities designated by MMCAP Infuse.
      i. Raw Contract Compliance:

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

-MMCAP Infuse Direct Contract Sales: Products for which MMCAP Infuse has negotiated a contract
-Total Sales consist of MMCAP Infuse Direct Contract Sales, alternate contract sales, Non-Contract Sales.

ii. Adjusted Contract Compliance:

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

-MMCAP Infuse Direct Contract Sales: Products for which MMCAP Infuse has negotiated a contract
-Alternate contract sales consist of Products purchased from contracts individually negotiated by the MMCAP Infuse Members.

-Total Sales consist of MMCAP Infuse Direct Contract Sales, alternate contract sales, and Non-Contract Sales.

C. In the case where an MMCAP Infuse Member is denied contract pricing (e.g., vendor block), Vendor agrees to send notification to MMCAP Infuse via e-mail (mmcap_infuse.contracts@state.mn.us).

D. Non-MMCAP Infuse Contract Accounts and Purchase. When a 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 Wholesale Acquisition Cost (WAC), Vendor 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, Vendor will implement a specific naming convention for easy identification of these WAC based priced accounts.

E. Price Audits and Corrections

i. In the event of a pricing error (e.g., late pricing load, etc.) that is solely attributable to the Vendor, Vendor agrees to no longer process credit/rebills after the greater of ninety (90) calendar days or the maximum allowed by the supplier. Vendor agrees to actively pursue any available remedies with suppliers on behalf of Members' 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.

ii. When Vendor, an Member, MMCAP Infuse, or an MMCAP Infuse Supplier, like an invoice auditing service provider, discovers an error in pricing for an MMCAP Infuse Direct Contract Product that affects one Member, Vendor will issue credits/rebills to ALL MMCAP Infuse Members for the time period from the date the error began to the date it is corrected.

iii. *Price Audits and Corrections*: Throughout the terms of this Contract, Vendor will conduct contract pricing audits matching pricing information provided by MMCAP Infuse against contract pricing provided by Manufacturers. If Vendor discovers discrepancies, the Vendor will notify manufacturer and MMCAP Infuse of the discrepancy in order to reach resolution. Upon resolution, Vendor will correct the errors, will create a sales history report, and enter credit(s)/rebill(s) for each Member connected to the contracts within five (5) business days. Vendor is expected to continue to provide the process, which was the outcome of the collaboration between the Vendor and MMCAP Infuse, to deliver comprehensive and efficient means to provide continuous price audit data.

F. Chargeback Denials. MMCAP Infuse requires the Vendor to provide prompt electronic notification upon receipt by the Vendor of a legitimate chargeback denials from manufacturers that have denied contract pricing. Notification will be communicated to MMCAP Infuse via a notification from the Vendor. Vendor will provide this notification within two (2) business days of validation with the supplier. Vendor may require support from MMCAP Infuse to rectify eligibility issues with MMCAP Infuse Suppliers, and Vendor agrees to resubmit chargebacks for the Member upon eligibility resolution. Notifications are to be sent to: mmcap_infuse.contracts@state.mn.us.

G. Medical Supplies. Medical supplies distribution is an independent, separate service offering. It is required that reasonable efforts will be made by Vendor to direct Members to MMCAP Infuse for guidance on these service offerings. Unless Vendor is also awarded one of these other service offerings through a separate contract award processes, it is required that Vendor will not solicit Members for medical supplies distribution service offerings.

ATTACHMENT B

Discounts and Adjustments

1. **Influenza Vaccine Discount**: Deliveries of pre-booked influenza vaccine (for prebook orders made prior to April 1st) that are delivered after October 31st by Vendor of each year are subject to a ten percent (10%) discount off the Contract Pricing of applicable Contracted Items. If the MMCAP Infuse Supplier fails to provide the influenza vaccine to Vendor five (5) business days prior to October 31st, this will not apply for the applicable influenza season.
2. **Influenza Vaccines Early Payment**: A discount of 0.25% off the invoice price will be granted when payment is received on or before twenty (20) days from purchase; this amount and date will be stated on the invoice.

ATTACHMENT C

Additional Products and Services

1. **Customer Services**: For no additional charge, Vendor will provide the Members access to the Vendor's customer service department, which at a minimum, consists of the following:
   A. Customer support centralized national call center(s) located in the United States;
      i. Vendor's overseas call center may be used only for business continuity situations, unless approved in writing by MMCAP Infuse. Vendor 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.
   B. Access to customer service representatives with principal responsibilities in the areas of order entry, Drop Shipment ordering, stocking issues, and general customer service requests.
   C. Customer service hours of operation are 5:00a.m. – 5:00 p.m. (Pacific Time) Monday through Friday (excluding the following national holidays: Christmas, New Year's Day, Thanksgiving Day, Day after Thanksgiving, Memorial Day, the Fourth of July, and Labor Day).
   D. Vendor's customer service can be reached toll free at 1-800-843-7477 or e-mail at fffcustomercare@fffenterprises.com. Email orders should include Member account number, NDC, quantity, and PO is applicable.
2. **Emergency Call:** Procedures are for life critical emergency situations only that require product before the Next Scheduled Delivery Day:
   A. Emergency Call Procedure for the Fastest Response
      i. During normal business hours (Monday-Friday 5:00a.m. – 5:00 p.m. (Pacific Time) call customer service at 1-800-843-7477.
      ii. Outside normal business hours, please call 1-800-843-7477. An answering/pager service will take the message and a representative will promptly return the call. Members will need to provide their account name and number, a contact name, and a call back phone number.
3. **Customer Service to MMCAP Infuse.** The Vendor 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 and having the authority to make decisions on behalf of the Vendor. The Account Management Team will be:
   A. The Vendor's designated Primary Account Representatives for MMCAP Infuse will be:
      Luke Noll
      Director, Vaccine Product Sales & Corporate Accounts
      lnoll@fffenterprises.com
   B. Additional functional contacts are:
      i. Contract issues/discrepancies (product stocking, product loading, pricing):
         Monique Wilkerson
         Pricing/Chargebacks Manager
         mwilkerson@fffenterprises.com
      ii. Class of trade issues (contract eligibility, denials, etc.):
         Monique Wilkerson
         Pricing/Chargebacks Manager
         mwilkerson@fffenterprises.com
      iii. Data/reporting:
         Michelle Green
         Accounting Coordinator
         mgreen@fffenterprises.com
      iv. Regional Leaders
         A listing of Regional Leaders is available for review upon request of MMCAP Infuse.

   The Vendor must provide advanced notification to MMCAP Infuse of changes in the Vendor's Account Management Team. In the event that an employee is removed, the Vendor will have thirty (30) business days in which to fill the vacancy.

4. Consignment Program. Vendor shall also make available to Members, who meet the usage criteria, products on a consignment basis through Vendor's MiniBarRX system (**MiniBarRx**), using a refrigeration unit enabled with radio frequency identification (**RFID**) technology for real time stock visibility and periodic automatic replenishment (**PAR**) level management. Any Member who desires to participate in this consignment program will submit the required paperwork and sign a MiniBarRs agreement form. Any additional terms and conditions tied to the MiniBarRx program (sample can be found on ***Exhibit B***) will be negotiated by the Member and Vendor, without MMCAP Infuse's involvement. The Order of Precedence, found in Paragraph 10.6 of the terms will apply.

ATTACHMENT D
Reporting Requirements

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
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 (999.99)
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 (99999.99)
Type of transaction Enter 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 (3.00)
MMCAP Infuse Contract Number (MMSxxxxx)
Admin fee for non-contract items (3.00)
Credit Indicator (C for credit)
MMCAP Infuse Assigned Vendor Code ***(Codes will be assigned to Vendor's during implementation period of the contract)***
Manufacture Name (MFG Name)
Class of Trade

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 (3.00)	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 (3.00)	AdminFee	numeric	9999.9999	9	1	410	418
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	419	419
MMCAP Assigned Wholesaler Code (C***odes will be assigned 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

Monthly Influenza Vaccine Prebooking Report

Vendor will provide to MMCAP Infuse accurate monthly prebooking data by the 10th of each month during the months of January through June. The table details the required layout.

Vendor Name/MMCAP Infuse InfluenzaPrebooking Report												
2020-2021 Season												
AS of MM/DD/YEAR												
Customer Name	Customer Number	Order Number	Bill to Address	Bill to City	Bill to State	Zip	NDC (xxxxx-xxxx-xx)	Product Name	Pack size	Contract Price/Pack	Quanity Ordered in packs	Extended Price

Raw and Adjusted Fill Rate Report

Vendor 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 mmcap_infuse.contracts@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

Vendor Participating Facility Listing

Vendor will provide a listing to MMCAP Infuse of the Members 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 mmcap_infuse.contracts@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

1. MMCAP Infuse Member Reporting:

The following reports, are the minimum reporting requirements for the Vendor to make available to all Members and these reports are to be made available online in printable copy and electronic/exportable formats (e.g., Excel). Vendor's on-line tools for reporting should be readily available for members to access at any time.

Reports must be sortable by generic or label name, units, date range, or dollars. Units reported must correspond to the packaging associated with the NDC. 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. Credit and Rebill reconciliation reporting;
c. A report detailing all items that were ordered, but that will not be delivered to the MMCAP Infuse Member;
d. Manufacturer backorder reports, identifying where products were not available due to manufacturers' inability to supply;
e. Invoice reports, selected by invoice number, account number, purchase order number, or at billing statement intervals;
f. Any other reports required by law.

ATTACHMENT E

Returned Goods Policy

***Note: This Return Goods Policy applies to all FFF products except flu vaccines and consigned inventory.**

FFF Enterprises' Guaranteed Channel Integrity assures that we purchase product only from manufacturers and ship only to healthcare providers, protecting our customers and their patients from the risks of drug diversion, mishandling, counterfeiting and irresponsible pricing inherent in secondary and gray supply channels. Our return goods policy reflects our commitment to channel integrity: It assures that no product that has left our channel can be reintroduced to it.

Returnable Items

1. Damaged product. Please note: Damage must be indicated on carrier's delivery receipt and Customer Service should be notified within two business days of receipt.
2. Product shipped in error. Product shipped in error, provided the Product is returned within ten (10) days of the invoice date.

Non-returnable Items

1. Damaged product not reported within two business days of receipt
2. Products purchased on a non-returnable basis, including refrigerated products and drop- ship orders

Returned Items not eligible for Credit

1. Product not returned within ten business days of receipt of an RGA number
2. Product not stored or returned within the manufacturer's product specifications
3. Product returned in unsaleable condition, not in original packaging, or with broken seal
4. Product not properly packaged per FFF's packaging instructions

Terms of Return Policy

1. All returns require a Returned Goods Authorization (RGA) number, provided by FFF.
2. An RGA number is valid for ten business days from the date of receipt.
3. An RGA is an authorization to return product, not a guarantee of credit.
4. The credit amount for returned products is based on the original purchase price.

Requirements for Returning Items to FFF

1. Contact your Sales Representative or Customer Care Rep at 800-843-7477 to have a Request for Return Letter faxed to you.
2. Complete necessary information requested and fax back to FFF's Customer Care Department.
3. Upon approval, FFF will issue you an RGA number.
4. Please include a copy of your RGA with your return, and the return must be sent to the address indicated on RGA.
5. **Please be sure that the RGA number is prominently displayed on the outside shipping container or address label.**

Company Disclaimers

1. FFF reserves the right to change conditions of the Return Goods Policy without notice.
2. In the case of unauthorized or non-compliant returns, the return will be refused, and no credit will be issued.

Additional Information

FFF's Return Goods Policy does not apply to product recalls and withdrawals.

ATTACHMENT F
MMCAP Infuse Suppliers

Vaccine Manufacturers
ASTRAZENECA
DYNAVAX TECHNOLOGIES CORPORATION
GRIFOLS USA, LLC
GSK (GLAXOSMITHKLINE)
MERCK SHARP & DOHME VACCINE DIVISION
PAR PHARMACEUTICALS, INC
EMERGENT TRAVEL HEALTH, INC, (formerly PAXVAX, INC)
PFIZER INC.
SANOFI PASTEUR INC.
SEQIRUS USA, INC.

ATTACHMENT G

Annual Influenza Vaccines

Influenza vaccines are split virion preparations as formulated by the United States Food and Drug Administration, Vaccines and Related Biological Product Advisory Committee for the influenza season.

Balance of this page intentionally left blank.

ATTACHMENT H

Minnesota Statutory Procurement Language

1. **Government Data Practices**. Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (**Data Practices Act**), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement.
   A. Notification. If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse's as to how the Vendor should respond to the request.
   B. Indemnification. Vendor agrees to indemnify, save, and hold 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 Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
   C. Release of MMCAP Data. Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Non-discrimination**. The Vendor will comply with the provisions of Minn. Stat. § 181.59 which require:
   A. Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Vendor agrees:
      i. that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
      ii. that no contractor, material supplier, or Vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (i) 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;
      iii. that a violation of this section is a misdemeanor; and
      iv. 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.
3. **Workforce requirements for contracts in excess of $100,000 and if the Vendor has more than forty (40) full-time employees in Minnesota or its principal place of business**.
   A. Covered contracts and contractors. If the Agreement exceeds $100,000 and the Vendor 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 Vendor 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 forty (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.
   B. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (**Commissioner**) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
   C. Minn. R. 5000.3400-5000.3600.
      i. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
      ii. Disabled Workers. The Vendor must comply with the following affirmative action requirements for disabled workers.
         a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to

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

b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

iii. Consequences. The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or Minnesota.
iv. Certification. The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

4. **E-Verify certification (In accordance with Minn. Stat. § 16C.075)**. For services valued in excess of $50,000, Vendor certifies that as of the date of services performed on behalf of Minnesota, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of Minnesota. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.
5. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053**). The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
6. **Contingency Fees Prohibited**. Pursuant to Minnesota Statute § 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.
7. **Subcontractor Reporting**. If the total value of this contract may exceed $500,000, including all extension options, Vendor must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Vendor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

EXHIBIT A

Account Set Up Form

FFF Enterprises, Inc. New Account and Customer Credit Application

Please read all information carefully

1. Account Information

Financially responsible company name _____

Street address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

2. DBA Information

DBA name _____

Main phone number _____ Fax _____

Billing address _____

City _____ State _____ Zip _____

Purchasing contact _____ Phone _____

Purchasing contact email _____

A/P contact name _____ Phone _____

A/P contact email _____

Invoicing preference: ☐ Print, or ☐ Email address _____

Taxable? ☐ Yes ☐ No If No, attach tax-exempt resale certificate title.

☐ Corporation ☐ Partnership ☐ Proprietorship

☐ Franchisee ☐ LLC ☐ 501C3 (non-profit)

3. Delivery Information Address

Delivery address _____

Attention _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Contact name _____

Email address _____

4. Additional Information

Tax Payer Identification _____

Are there any suits, liens or judgements over $50,000 filed against applicant? ☐ Yes ☐ No

Have you ever filed for bankruptcy? ☐ Yes ☐ No If Yes, attach explanation.

5. GPO Information

Is your business part of a GPO (Group Purchasing Organization)? ☐ Yes ☐ No

If Yes, which affiliation(s)? _____

GPO Member Identification Number _____

6. Consignment

Will you be purchasing EyePoint products? ☐ Yes ☐ No

Are you requesting a MinibarRx cabinet? ☐ Yes ☐ No

Are you requesting a VIPc cabinet? ☐ Yes ☐ No

If yes, please provide:

Full legal company name _____

Street address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

7. Facility type to which product will be shipped (please check the most applicable):

☐ Government/City/State ☐ Oncology/Hematology

☐ Hospital ☐ Home infusion

☐ Blood bank ☐ Long-term care

☐ Hospital outpatient clinic ☐ Open-door pharmacy

☐ Wholesaler/Distributor ☐ Closed-door pharmacy

☐ Community vaccinator ☐ Industrial

☐ Physician – specialty*: _____

☐ Clinic – specialty*: _____

☐ Other – please specify: _____

If you require multiple ship-to addresses, please attach a separate sheet with shipping address and acceptable licensing for each facility.

8. Acceptable Licensing

Federal and state laws require FFF to verify licensing to purchase prescriptions or products labeled "Rx Only."

License Type: _____

License No.: _____

Exp. Date: _____

Please fax license(s) with application to:
(951) 240-4504 ATTN: SALES OPS

9. Customer Identification

To assist with manufacturer facility identification, please provide a DEA (Drug Enforcement Agency) license or HIN (Health Industry Number):

_____

10. Estimated Monthly Purchase

(please check the appropriate box)

☐ $0 - $5,000 ☐ $250,001 - $500,000

☐ $5,001 - $20,000 ☐ $500,001 - $750,000

☐ $20,001 - $50,000 ☐ $750,001 - $1,000,000

☐ $50,001 - $100,000 ☐ $1,000,001 - $5,000,000

☐ $100,001 - $250,000 ☐ $5,000,001 +

Please sign Terms and Conditions on page 2

* - Requires guarantee

Official Use Only	Date:	Time:	Credit limit:	Account credit checked by:
	Date:	Time:	Order Pending:	Account set up by:

Rev. 1219 Credit Dept.

FFF Enterprises New Account and Customer Credit Application

Please read all information carefully

Terms and Conditions

Terms: This application is submitted to FFF Enterprises Inc. for the purpose of obtaining credit. The undersigned represents and warrants that all information contained herein is current, correct and complete, and that FFF may rely on such information in deciding to extend or discontinue credit. The undersigned agrees to notify FFF immediately, in writing, of any change in the foregoing information including, without limitation, any change in the nature of the business, ownership, licensure, registration name, location of the business, or financial condition.

Payment: Customers wishing to establish a credit account with FFF must complete and sign this application form. Terms of payment for all orders are Net 30 days from the date of invoice, unless otherwise agreed to in writing by the customer and FFF. Prices billed are the prices in effect at the time the customer's order is accepted by FFF. Prices are subject to change without notice. The customer hereby guarantees payment of all debts, accounts and invoices. The customer agrees to pay all debts, accounts and invoices owing to FFF in full accordance with the agreed upon terms of the sale. In the event such debts, accounts or invoices owing are not paid when due, they will accrue late charges at the rate of 1.5% per month or the maximum rate allowed by law, whichever is the lesser rate. The customer hereby agrees to pay all fees and collection costs including attorneys' fees, in the event this account is placed for collection, and waives the privilege of being sued in the customer's county of residence. Earned discounts must be taken at the time of original invoice payment.

Credits and Returns: Credit for returned merchandise will be issued only for items that are authorized for return by FFF, in compliance with FFF's Return Goods Policy. All credits will be reflected in the customer's account to apply toward future purchases. The customer must report any order discrepancies within 48 hours of receipt of product. FFF is not obligated to issue credit on discrepancies not reported within 48 hours.

Orders and Shipping: All orders are shipped FOB Destination, except for expedited service. FFF will only ship to the address shown on a valid State-issued license, Registration Permit and/or license as applicable or as otherwise permitted by law, rule or regulation.

Sales Tax Information: If applicable, the customer will be charged state sales tax until such time as a valid state resale card is filed in our administrative office. There will be no retroactive credits granted for purchases made prior to the receipt. The resale card must contain a description of exempted materials for which resale is allowed in the course of business.

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

Please sign and FAX to: (951) 240-4504 ATTN: SALES OPS DEPARTMENT

FFF Enterprises Channel Integrity Pledge

Guaranteed Channel Integrity

Because FFF's Responsible Distribution Channel provides a secure chain of custody that ensures biopharmaceutical products move only from the manufacturer through a single, ethical distributor to the customer, with no gray area in between;

Because FFF's Responsible Distribution Channel protects the efficacy, integrity and safety of biopharmaceuticals and the health and well-being of patients;

And, because FFF's Responsible Distribution Channel promotes product availability, safety and cost containment;

We therefore pledge to honor FFF's Responsible Distribution Channel, the product safety it ensures, and the primary benefit that Channel Integrity provides: **improved patient safety.**

I hereby warrant and represent that FFF has the authority to bind the Customer to the terms and conditions stated above. Furthermore, the Customer agrees to comply with all conditions stated above and to authorize the release of credit information to FFF Enterprises.

Authorized purchasing agent signature (for legal account name)	Print name and title
Date	Legal account name of facility

Rev. 1219

EXHIBIT B

MiniBarRx Sample Agreement

(Please see attached MinibarRx Agreement template)

EXHIBIT B

MINIBARRX PROGRAM CONSIGNMENT AGREEMENT

This MinibarRx Program Consignment Agreement ("Agreement") is made between FFF Enterprises, Inc., a California corporation ("FFF"), its wholly owned subsidiary MinibarRx, LLC, a Maryland limited liability company ("MinibarRx") and_____("Customer").

WHEREAS, FFF is a wholesale distributor of pharmaceuticals and vaccines (collectively, "Pharmaceuticals") and Customer is a healthcare provider licensed to purchase Pharmaceuticals.

WHEREAS, FFF has developed the MinibarRx Program using the MinibarRx inventory control system comprised of a refrigeration unit, materials and documentation (collectively, the "Cabinet") and MinibarRx software and systems (the "User Portal") for real time stock visibility.

WHEREAS, FFF is willing to provide Pharmaceuticals to Customer on a consignment basis provided Customer uses the MinibarRx Program and Cabinet to allow FFF to track the location and storage conditions of the consignment inventory owned by FFF which is in Customer's possession.

WHEREAS, Customer is entering into this Agreement for the purpose of having Pharmaceuticals available for its own use.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. FFF'S AND MINIBARRX'S RIGHTS AND OBLIGATIONS.

1.1 Cabinet and Monitoring Services; User Portal. FFF agrees to provide the Cabinet and MinibarRx agrees to provide the User Portal and to monitor temperature in the Cabinet. MinibarRx grants Customer a limited, non-exclusive license and right to use the User Portal.

1.2 Ownership of Cabinet and User Portal. At all times during and following the termination of this Agreement, FFF shall retain ownership of Cabinet and MinibarRx shall retain ownership of the User Portal. Customer shall have no right, title or interest in or to the Cabinet or the User Portal except the right to use same upon the terms and conditions in this Agreement.

1.3 Placement of Consigned Pharmaceuticals with Customer. Following installation and setup of the Cabinet, FFF will provide Pharmaceuticals to Customer on consignment ("Consigned Pharmaceuticals") in amounts determined by FFF from time to time. FFF's obligation to provide the Consigned Pharmaceuticals to Customer shall be subject to the availability of adequate quantities of pharmaceuticals to FFF from the manufacturers of pharmaceuticals and Customer meeting the requirements of FFF's credit approval processes. FFF shall not be responsible for any additional costs incurred by Customer in securing product from other sources.

1.4 Ownership of Consigned Pharmaceuticals. FFF shall retain ownership of the Consigned Pharmaceuticals until the Consigned Pharmaceuticals are removed from the Cabinet.

1.5 Periodic Inspection, Audit and Removal of Consigned Pharmaceuticals. FFF shall have the right to physically inspect, count, audit and remove the inventory of Consigned Pharmaceuticals in FFF's discretion. Customer hereby grants FFF and its agents, representatives, or designees the right to enter Customer's premises during business hours at FFF's request to conduct suchactivities.

1.6 Use of Data. MinibarRx and its affiliates own and have the right to use data generated by the Cabinet provided the data is de-identified and aggregated prior to being used for any purpose beyond the internal use by Customer and/or MinibarRx.

2. CUSTOMER'S OBLIGATIONS.

2.1 Completion of Schedule A; Training To effectively plan and prepare for the deployment Customer must complete a Schedule A with associated details related to each facility, each Cabinet location within each facility and all employees and representatives associated with each facility prior to execution of this Agreement. Prior to installation of a Cabinet, each Customer employee or representative who will access the Cabinet and User Portal must complete online training and pass a test to ensure correct operation of the Cabinet and User Portal. Each additional Customer employee or representative who will access the Cabinet and User Portal must complete online training and pass a test to ensure correct operation of the Cabinet and User Portal. Pass code access will be assigned only to Customer employees and representatives who have completed training and passed a test.

2.2 Hours of Operation; Receipt of Consigned Pharmaceuticals. Customer will advise FFF of Customer's days and hours of operation so that FFF can ship Consigned Pharmaceuticals for receipt by Customer during Customer's business hours. Customer must notify FFF if Customer changes its business hours. If Customer fails to notify FFF of changes to its business hours and Consigned Pharmaceuticals cannot be delivered as a result, Customer will be responsible for paying for any Consigned Pharmaceuticals which are damaged.

2.3 Inspection of Consigned Pharmaceuticals. Upon receipt of Consigned Pharmaceuticals from FFF, Customer will promptly inspect the Consigned Pharmaceuticals and promptly report to FFF any apparent damage to or irregularity with the Consigned Pharmaceuticals. In the event Customer does not receive any expected shipment of Consigned Pharmaceuticals, Customer will promptly report the non-arrival of the shipment to FFF.

2.4 Prompt Placement of Consigned Pharmaceuticals in Cabinet. Customer will place Consigned Pharmaceuticals received from FFF in the Cabinet within one (1) hour of receipt of Consigned Pharmaceuticals.

2.5 Temperature Monitoring and Corrective Action Requirements. In the event a Customer contact is notified by MinibarRx that the Cabinet temperature has deviated from the designated range, Customer agrees to comply with MinibarRx's request for corrective action sent to Customer's contacts. Customer is responsible for paying for any Pharmaceuticals which are damaged due to Customer's failure to comply with MinibarRx's request for corrective action.

2.6 Shipping and Installation Fee; Customer Use of Cabinet. Customer will pay a shipping and installation fee of $ per Cabinet. Customer will use the Cabinet, at no additional charge, only for storage of Consigned Pharmaceuticals. Customer will not use the Cabinet for storage of other pharmaceuticals or vaccines or other items.

2.7 Verification of Product Information. Customer will verify the product name, purchase order number, lot number and expiration date of each Consigned Pharmaceutical when loading the Cabinet. Customer will verify the product name and expiration date when removing a Consigned Pharmaceutical from the Cabinet for dispensing.

2.8 Responsibility for Cabinet and Consigned Pharmaceuticals. Customer accepts responsibility for the risk of loss or damage to the Cabinet and the Consigned Pharmaceuticals stored in

the Cabinet. Customer shall use the Cabinet solely at Customer's facility. Customer shall not make any modifications, changes or additions to the Cabinet. Customer agrees to promptly notify FFF with respect to any malfunction of the Cabinet or repairs needed to the Cabinet.

2.9 Care and Operation; Repair. The Cabinet and User Portal shall be used, maintained and operated by Customer, and Customer's employees, contractors and representatives in a careful and proper manner, in accordance with the instructions of FFF and MinibarRx, and in compliance with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Cabinet and the Consigned Pharmaceuticals stored therein, including any registration, licensing, and insurance requirements imposed on Customer, its employees, contractors and representatives. Customer shall promptly notify MinibarRx at the number listed on Schedule B in the event any component of a Cabinet Unit requires repair or replacement, or for assistance with operational or troubleshooting matters relating to the Cabinet or for assistance with operational or troubleshooting matters relating to the User Portal. All repairs shall be undertaken by MinibarRx, with assistance from Customer, if requested by MinibarRx, provided that Customer shall be billed for any repairs caused by Customer's use that was outside of the standard and intended operations of the Cabinet or not in compliance with the instructions and manuals provided to Customer. Any replacement parts installed in a Cabinet shall be installed at the cost of MinibarRx unless the part requires replacement due to Customer's use that was outside of the standard and intended operations of the Cabinet or not in compliance with the instructions and manuals provided to Customer, in which case the replacement shall be billed to Customer, and upon installation, shall be deemed the property of FFF.

2.10 Overstock Drawer. The Cabinet has an overstock drawer for Customer's use. The purpose of the overstock drawer is to provide a solution when capacity in the cartridges has been maximized. Excess inventory can be placed in the overstock drawer until it can be loaded into the dispensing cartridge.

2.11 Handling of Consigned Pharmaceuticals Dispensed in Error. Customer agrees that Consigned Pharmaceuticals dispensed from the Cabinet in error may not be re-loaded into a dispensing cartridge.

2.12 Clinical Dispensing. Customer shall use Consigned Pharmaceuticals for its own use. Customer acknowledges that FFF will not provide and Customer will not rely upon FFF for advice regarding the selection of Pharmaceuticals or the manner in which Pharmaceuticals are administered.

2.13 Compliance with Laws. Customer will obtain and maintain all required licenses and regulatory approvals, if any, necessary to operate the Cabinet. Customer shall comply with all federal, state and local laws and regulations relating to the storage and use of prescription pharmaceuticals and use of the Cabinet. Customer represents, warrants, and covenants to FFF that, as of the commencement date, and throughout the term of this Agreement, neither Customer nor any of its affiliates or subcontractors or their respective officers, directors, subcontractors, agents, employees, representatives, or personnel have ever been, are not currently, and will not be debarred, excluded, or suspended from any federal or state health care or procurement programs, or convicted of an offense with respect to health care reimbursement or participation, nor is any such action currently pending.

2.14 Insurance. Customer shall, at its expense, keep the Cabinet and the Pharmaceuticals insured against all risks of loss and/or damage. Customer, at its expense, shall carry adequate professional and general liability insurance, including for personal injuries, relating to the Consigned Pharmaceuticals, the Cabinet and its use. Upon request, Customer shall provide FFF with a copy of all insurance policies maintained under this Section.

2.15 Consent to Use of Customer's Name. FFF may request to use Customer's name in communications and advertisements. Customer must provide written authorization prior to FFF using Customer's name in communications or advertisements.

2.16 Segregation, Identification, and Inspection. Customer agrees (i) to separate Consigned Pharmaceuticals from all other goods, including non-consigned products, and store only the Consigned Pharmaceuticals in the Cabinet, (ii) to maintain signage (provided by FFF) on the Cabinet that conspicuously identifies the Cabinet and the Consigned Pharmaceuticals therein as the property of FFF, (iii) not to represent to any other person that the Cabinet or the Consigned Pharmaceuticals belongs to Customer or third parties, and (iv) not to mortgage, pledge, assign, borrow against or otherwise create a security interest in third persons other than FFF in the Cabinet or the Consigned Pharmaceuticals.

2.17 Grant of Security Interest. As stated in Sections 1.2 and 1.4 above, Customer acknowledges and agrees that (i) the Cabinet shall at all times remain the property of FFF, (ii) the User Portal shall at all times be the property of MinibarRx and (ii) the Consigned Pharmaceuticals, until they are used by the Customer, shall at all times remain the property of FFF. As additional protection to FFF against the unintended circumstance in which a court were to disregard the consignment arrangement created by this Agreement, and to nevertheless secure the prompt payment and performance by Customer of all invoices and obligations now and hereafter existing and payable to FFF pursuant to the terms of this Agreement, Customer hereby grants FFF a security interest in the Cabinet and the Consigned Pharmaceuticals, all proceeds (whether from sales, insurance recovery or otherwise) thereof, and all books and records related thereto, and agrees to fully cooperate with FFF to perfect and protect such security interest at FFF's expense. Customer, as debtor, agrees that FFF, as secured party, may file any financing statement including without limitation a Form UCC-1 and agrees to execute any other document or procure any document necessary to protect the security interest and title of FFF against the interests of third parties.

2.18 Audit of Consigned Pharmaceuticals Inventory. Upon request of FFF, Customer shall audit the Consigned Pharmaceuticals by removing the Consigned Pharmaceuticals from the Cabinet and taking an inventory of the Consigned Inventory. Customer shall provide the inventory information to FFF. Customer shall provide FFF with no less than ten (10) business days' notice of the date on which such audit will may be conducted. FFF in its discretion may participate in the audit. FFF shall limit its requests for an audit of Consigned Pharmaceuticals to twice each calendar year.

2.19 Return of Consigned Pharmaceuticals. Customer shall assist and shall cooperate with FFF in effecting a return of Consigned Pharmaceuticals to FFF upon request by FFF. FFF will provide packaging and a pre-paid return label (the "Return Packaging") to Customer. Customer will comply with the packing instructions provided by FFF. Due to the potential expiry of the Consigned Pharmaceuticals, Customer must return the Consigned Pharmaceuticals to FFF in the Return Packaging for receipt by FFF within seven (7) days of Customer's receipt of the Return Packaging. If Customer does not return the Consigned Pharmaceuticals as requested by FFF within seven (7) days or if Customer fails to follow the packing instructions resulting in damage to the Consigned Pharmaceuticals, FFF will invoice Customer for the Consigned Pharmaceuticals and Customer hereby agrees that Customer will be responsible for paying the invoice.

2.20 Good Faith Participation in the MinibarRx Program. Customer agrees to participate in the MinibarRx program in good faith and to use the Consigned Pharmaceuticals in a manner that promotes the goal of minimizing waste, including but not limited to preventable spoilage or expiration of the Consigned Pharmaceuticals. In the context of the MinibarRx Program, good faith participation includes, but is not limited to, Customer's first use of Consigned Pharmaceutical before use of pharmaceuticals purchased from other sources and Customer's use of the Consigned Pharmaceuticals as its primary source of pharmaceutical supply.

3. INVOICING AND PAYMENT.

3.1 Price and Invoicing. FFF shall invoice Customer for Consigned Pharmaceuticals removed from the Cabinet including Consigned Pharmaceuticals dispensed from the Cabinet in error. The price for Consigned Pharmaceuticals shall be the price in effect at the time ofinvoicing.

3.2 Standing Purchase Order. Customer shall issue to FFF a standing purchase order which will authorize FFF to invoice for Consigned Pharmaceuticals removed from the Cabinet and to ship replenishment Consigned Pharmaceuticals to Customer in accordance with the terms of this Agreement. In the event of any inconsistency between the terms of any purchase order and terms of this Agreement, the terms of this Agreement shall control.

3.3 Payment Terms. Customer will pay each invoice for Consigned Pharmaceuticals within thirty (30) days of the date of the invoice for the Consigned Pharmaceuticals. In the event that Customer fails to pay an invoice when due, FFF shall have the right to charge Customer interest at the maximum rate permitted by law until such time as the invoice is paid.

3.4 Change of Pricing Entity. If Customer seeks to change its group purchasing organization ("GPO"), physician buying group ("PBG") or other price source, Customer must provide FFF with not less than thirty (30) days prior written notice of such change to allow FFF to load the pricing from the new GPO, PBG or other price source.

3.5 Sales Terms and Conditions. Except as otherwise provided herein, all of FFF's standard product sales terms (http://www.fffenterprises.com/assets/downloads/FFFSalesTermsAndConditions.pdf) are applicable to the Consigned Pharmaceuticals.

4. WARRANTIES. FFF warrants that it has acquired the Consigned Pharmaceuticals directly from the manufacturer or the exclusive distributor of a manufacturer. FFF is making no other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose to Customer with respect to the Cabinet or the Consigned Pharmaceuticals.

5. TERMINATION OF AGREEMENT.

5.1 Term. This Agreement shall commence upon delivery of the Cabinet to Customer and shall continue for a period of three (3) years and thereafter be automatically renewed each year for one (1) additional year.

5.2 Termination of Agreement. Either FFF or Customer may terminate this Agreement with or without cause on thirty (30) days written notice to the other. FFF may also terminate this Agreement immediately upon notice to Customer in the event Customer breaches the terms of this Agreement.

5.3 Return of Cabinet. Upon termination of this Agreement, FFF shall make arrangement for pick-up of the Cabinet. Customer shall disconnect the Cabinet from Customer's office network and make the Cabinet and any component parts (including without limitation, any cabling that was originally provided by FFF when installation occurred and all specifications, operations manuals, and documents furnished by FFF under this Agreement, and any other documentation in Customer's possession relating to the operation and maintenance of the Cabinet and the use of the User Portal) available for pick-up by FFF. The Cabinet and any component parts shall be in the condition and repair required under Section 2.7 and free from any liens and encumbrances.

5.4 Customer Purchase of Consigned Pharmaceuticals upon Termination. Customer agrees to purchase the Consigned Pharmaceuticals in the possession of Customer upon termination of this Agreement by Customer or termination of this Agreement by FFF as a result of Customer's breach of the terms of this Agreement.

6. FORCE MAJEURE. FFF is not responsible for occurrences which are beyond the commercially reasonable control of FFF. FFF's obligations hereunder are subject to force majeure, and performance is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor and/or products, fire, earthquake, failure of electric power, and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance of the Cabinet beyond the commercially reasonable control of FFF.

7. NOTICES. Any notice required or allowed to be given hereunder shall be deemed to have been given one (1) business day following transmittal by next business day air courier or five (5) business days following transmittal by ground courier or United States First Class mail to the party at the address which appears in this Agreement or such other address as has been provided by the other party.

8. SUCCESSORS AND ASSIGNS. Customer may not assign this Agreement except with the prior written consent of FFF.

9. MISCELLANEOUS. This Agreement shall be construed and controlled by the laws of the State of California without regard to conflicts of laws. Failure or delay by a party to exercise any right or remedy shall not be a waiver and shall not prevent the enforcement of that or any other right. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof. This Agreement may be modified only by a written Agreement signed by duly authorized representatives of both parties. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party as specifically determined by the court shall reimburse the prevailing party for all reasonable attorney fees and costs. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which collectively constitute one Agreement. For this purpose facsimile and electronically transmitted signatures shall be accepted as originals.

[Signatures appear on the following pages]

EXHIBIT B

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be signed as of the date set forth below the undersigned's signature.

"Customer"

_____
[Customer Name]

_____
[Address]

By: _____
[Signature]

Printed Name: _____

Title:_____

Date:_____

Accepted by:

"FFF"

FFF Enterprises, Inc.
44000 Winchester Road
Temecula, CA 92590

By:_____
Patrick M. Schmidt, Chief Executive Officer

Date:_____

"MinibarRx"

MinibarRx, LLC
44000 Winchester Road
Temecula, CA 92590

By:_____
Patrick M. Schmidt, Manager

Date:_____

Schedule A

Installation Information

Instructions:

To effectively plan and prepare for your MinibarRx installation, please complete all forms listed below:

1. "**Facility Information**" form for **EACH** facility location.
   Complete a "Facility Information" form for each physical address. **IMPORTANT**: If the delivery address has more than one facility with separate MinibarRx cabinets, complete separate "Facility Information" forms for each facility.

2. "**Cabinet Information**" form for **EACH** MinibarRx cabinet.
   Complete the "Cabinet Information" form for each facility location in which the MinibarRx cabinet will be installed.

3. "**User Information**" form for all users associated with **EACH** MinibarRx cabinet.
   Complete a "User Information" form for each facility location. This form will include information for all users that require access to the MinibarRx cabinet(s).

V3 MinibarRx Cabinet Specs and Requirements

Before installation, refer to the table below to identify the space and electrical requirements for your MinibarRx cabinet. If you have any questions, please contact the MinibarRx Support Team at (855) 544-2122.

V3 Minibar System			
Dimensions:	L-28" D-26" H-54"	Door:	1 electro-mechanical fixed hinge Left to right open
Weight:	300 lbs	Power:	120v dedicated outlet
Shelves:	2	Ventilation:	1" Gap on all sides
Communication:	Wireless Modem	Flooring:	All acceptable – hard preferred
Noise:	50 dB (Standard Fridge)	Defrost:	Cycle

EXHIBIT B

Accurate as of January 24, 2022
The most current version
http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx

Facility Information Form

Complete a Facility Information Form for EACH physical address.

Facility Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____

Facility Hours:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

**Please notify the MinibarRx Customer Support Team if your facility hours change or if you close early for any reason. (i.e. holidays, weather, etc.)*

Point of Contact for Installation

Name: _____

Phone: _____

Email: _____

1. Total number of cabinets to be installed within facility: _____
2. List location information for each cabinet:

Cabinet Name	Which floor will the cabinet be located on (i.e. ground floor, second floor)?	Where will the cabinet be located? (i.e. break room, room #100)
Cabinet 1		
Cabinet 2		
Cabinet 3		

3. Please provide an adequate location for delivery, drop offs, and de-packaging.

_____

4. Please mark if a staircase or an elevator is available for cabinet movement. For installations above ground floor, wide staircases or an elevator is required. Staircases with a clearance of 4 feet or wider is considered acceptable for installation purposes.

☐ Staircase ☐ Elevator ☐ Both

EXHIBIT B

Accurate as of January 24, 2022
The most current version
http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx

Cabinet Information Form

Complete a Cabinet Information Form for EACH MinibarRx cabinet.
For any technical questions, please refer to cabinet info table on Installation Information page.

Facility Name_____

Cabinet Name
_____
**(from table on question 2 on Facility Information page, i.e. Cabinet 1)*

1. Will this cabinet be supplied with Vaccines For Children (VFC)? Yes ☐ No ☐
2. Is there an outlet that is not occupied with a light switch? Yes ☐ No ☐
3. Is there proper ventilation for a refrigerator? Yes ☐ No ☐
4. Is there room for the cabinet door to swing open 180 degrees? Yes ☐ No ☐
5. Do you have knowledge of the cell performance for the following carriers?
   If yes, please state signal strength (strong, medium, weak)

   AT&T _____

   Verizon _____

   Sprint _____
6. I acknowledge by checking the box that I agree to the following:

   IMPORTANT: *The cabinet must stay on the stand provided and cannot be placed on or beneath a counter top.* I agree ☐
7. Describe any concerns or considerations relating to the area where cabinet will be installed.

_____

_____

_____

8. Insert a photo of the location where the MinibarRx unit will be placed.
   (To insert file, select photo icons)

User Contact Information Form

Complete the User Information Form for all users associated with **EACH** MinibarRx cabinet.

Facility Name: _____

Instructions:

1. **24/7 Emergency Contact**
   a. Identify at least three authorized users who MinibarRx can contact in the event of a temperature monitoring or excursion alert occurs.
2. **Vendee**
   a. Identify authorized users who are responsible to vending products from the MinibarRx cabinet. **Vendee** users are assigned a **four-digit access code** upon completion of the online training course.
3. **Refiller**
   a. Identify at least two authorized users who are responsible for refilling and restocking the cabinet. Their refiller access includes advanced functions. **Refiller** users are assigned a **six-digit access code** upon completion of the online training course.
4. **All Access**
   a. Identify authorized users who require access to all cabinets within the facility.

Staff (First and Last Name)	Cabinet Name	Role	Email Address (one per contact, no duplicates, personal emails may be used if necessary)	Direct #	Cell #	Text?	Emergency Contact	Vendee	Refiller	All Access

In the table below, please indicate additional products you would like to see placed in the MinibarRx cabinet on consignment.

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Schedule B
Contact Information

Administrative or Technical Issues

Submit a ticket to Support@MinibarRx.com or phone (855) 544-2122 option 2.

Sales Questions
Contact Sales at (855) 544-2122 option 1.

Lockbox Address for Payments
FFF Enterprises, Inc.
P.O. Box 840150
Los Angeles, CA 90084-0150

EXHIBIT C
Administrative Fees Schedule

Distributor shall pay MMCAP Infuse Administrative Fees according to the following schedule:

Influenza Vaccines

Manufacturer/Products	Administrative Fee*
Seqirus Influenza Vaccine, all product brands	**2%** of invoiced price
Sanofi Pasteur Influenza Vaccine, all product brands	**2%** of invoiced price
GlaxoSmithKline Influenza Vaccine, all product brands	**0.5%** of invoiced price
AstraZeneca Influenza Vaccine, all product brands	**1.0%** of invoiced price

All other Vaccines

Manufacturer	Administrative Fee*
Dynavax Technologies Corp	**0.25%** of invoiced price
GlaxoSmithKline	**0.25%** of invoiced price
Grifols USA	**0.25%** of invoiced price
Merck Sharp & Dohme	**0.25%** of invoiced price
PAR Pharmaceuticals, Inc.	**0.25%** of invoiced price
PaxVax, Inc.	**0.25%** of invoiced price
Pfizer, Inc.	**0.25%** of invoiced price
Sanofi Pasteur, Inc.	**0.25%** of invoiced price

***All Admin Fees are off of invoiced price, exclusive of Federal Excise Tax (FET)**

AMENDMENT NO. 1 TO MMCAP INFUSE CONTRACT NO. MMS1900142

THIS AMENDMENT NO. 1 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and FFF Enterprises, Inc., a corporation with an address of 44000 Winchester Road, Temecula, California 92590 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS1900142 on January 1, 2020 ("**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 Original Contract 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 G Modifications

Revision 1: When fully executed, Attachment G, which is attached and incorporated, will become part of the Original Contract as products and pricing for the 2020-2021 flu season.

Revision 2: When fully executed, Exhibit A to Attachment G, which is attached and incorporated, will become part of the Original Contract as the 2020-2021 Prebook Order Form.

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

Name: Luke D. Noll
Signature: Luke D Noll
Title: Director Vaccine Sales + Corporate Accounts
Date: 1-10-2020

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

Name: James Bobb
Signature:
Date: Jan 13, 2020

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

Name: Jennifer VanderHaats
Signature:
Date: 1/13/2020

Effective: January 6, 2020

1. **Ordering Mechanisms**:
   - **a.** Online: **www.myfluvaccine.com**
   - b. Phone: 1-800-843-7477
   - c. Email: FFFcustomercare@FFFenterprises.com
2. **Table 1 Products for the 2020-2021 season.**

Table 1

Mfr. Name	**Product Name**	**Container Type, Product Age Indication**	**Pack Size**	**MMCAP Infuse Price Per Container** (Prices do not include FET)
AstraZeneca	**Flumist**	0.2ml Nasal Sprayer; 2 to 49 years	Pack of 10	$197.37
GSK	**Fluarix Quadrivalent**	0.5ml prefilled syringes, 6mo & older	Pack of 10	$160.56
GSK	**FluLaval Quadrivalent**	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	$160.56
Seqirus	**Afluria Quadrivalent**	0.5ml prefilled syringes; 3 years & older	Pack of 10	$151.10
Seqirus	**Afluria Quadrivalent**	5 ml MD vial; 6 months & older	10 dose vial	$140.75
Seqirus	**Afluria Quadrivalent**	0.25ml prefilled syringes; 6-35 months	Pack of 10	$151.10
Seqirus	**Fluad**	0.5ml prefilled syringes; 65 years & older	Pack of 10	$442.05
Seqirus	**Flucelvax Quadrivalent**	0.5ml prefilled syringes; 4 years & older	Pack of 10	$186.07
Seqirus	**Flucelvax Quadrivalent**	5 ml MD vial; 4 years & older	10 dose vial	$173.32
Sanofi Pasteur	**Flublok Quadrivalent**	0.5ml prefilled syringes; 18 years & older	Pack of 10	$503.53
Sanofi Pasteur	**Fluzone Quadrivalent**	5ml MD vial; 6 mo. of age & older	10 dose vial	$153.14

Mfr. Name	**Product Name**	**Container Type, Product Age Indication**	**Pack Size**	**MMCAP Infuse Price Per Container** (Prices do not include FET)
Sanofi Pasteur	**Fluzone Quadrivalent No Preservative**	0.5ml prefilled syringe; 6 months & older;	Pack of 10	$165.34
Sanofi Pasteur	**Fluzone Quadrivalent No Preservative**	0.5ml single dose vials; 6 months & older;	Pack of 10	$165.34
Sanofi Pasteur	**Fluzone Quadrivalent High-dose, No Preservative**	0.7ml prefilled syringe; 65 years & older	Pack of 10	$503.53

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

GSK contract prices above require all customers to have a signed DEC form in the GSK system to receive MMCAP Infuse contract pricing. MMCAP Infuse Members should contact MMCAP Infuse to obtain a GSK DEC form if one has not already been completed.

3. Additional Discounts. Payment terms 0.25% 20 days, Net 60 days.

4. Returned Goods/Credits. MMCAP Infuse Participating Facilities may return contracted purchased full pack quantities of product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843.7477 for complete returns instructions.

AstraZeneca	Up to 25% of doses are eligible for return on doses prebooked by March 31, 2020 and must accept 85% of the prebooked volume by December 31, 2020.
GSK	Up to 30% of doses are eligible for return
Seqirus	Up to 25% of doses are eligible for return.
Sanofi Pasteur	Up to 25% of doses are eligible for return

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

Prebook Order form: 2020-2021 Prebook order form added as Exhibit A to Attachment G.

MyFluVaccine.com

2020-2021
MMCAP Influenza Vaccine
ORDER FORM (MMS 1900142)

Date
Contract Affiliation

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

Ship To	Bill To
Attn:	Attn:

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials
Seqirus					
Trivalent					
FLU002003	**Fluad™ Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	**$44.205****	Box of 10	**$442.05****	
Quadrivalent					
FLU242010	**Afluria® Quadrivalent Influenza Virus Vaccine** 5mL 10-dose vial 6 months of age and older (no latex)	**$14.075****	Vial	**$140.75****	
FLU032001	**Afluria® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives or latex)	**$15.11****	Box of 10	**$151.10****	
FLU022020	**Afluria® Quadrivalent Influenza Virus Vaccine** 0.25mL prefilled syringes, needleless, 10 per box 6-35 months of age (no preservatives or latex)	**$15.11****	Box of 10	**$151.10****	
FLU142010	**Flucelvax® Quadrivalent Influenza Virus Vaccine** 5mL 10-dose vial 4 years of age and older (no antibiotics or latex)	**$17.332****	Vial	**$173.32****	
FLU032003	**Flucelvax® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box 4 years of age and older (no preservatives, antibiotics or latex)	**$18.607****	Box of 10	**$186.07****	

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

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

Sanofi Pasteur					
Quadrivalent					
FLU012065	**Fluzone® High-Dose Quadrivalent Influenza Virus Vaccine** 0.7mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	**$50.353****	Box of 10	**$503.53****	
FLU063315	**Fluzone® Quadrivalent Influenza Virus Vaccine** 5mL 10-dose vial 6 months of age and older (no latex)	**$15.314****	Vial	**$153.14****	
FLU042050	**Fluzone® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	**$16.534****	Box of 10	**$165.34****	
FLU042010	**Fluzone® Quadrivalent Influenza Virus Vaccine** 0.5mL single-dose vials, 10 per box 6 months of age and older (no preservatives or latex)	**$16.534****	Box of 10	**$165.34****	
FLU072010	**Flublok® Quadrivalent Influenza Vaccine** 0.5mL prefilled syringes, 10 per box 18 years and older (no eggs, influenza virus, preservatives, antibiotics or latex)	**$50.353****	Box of 10	**$503.53****	

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

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

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials
GlaxoSmithKline					
FLU081652	**FluLaval® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	**$16.056**§**	Box of 10	**$160.56**§**	
FLU088552	**Fluarix® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	**$16.056**§**	Box of 10	**$160.56**§**	

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

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

GlaxoSmithKline Returnability
Up to 30%, per presentation type, of doses are eligible for return.
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

AstraZeneca					
FLU030710	**FluMist® Quadrivalent Influenza Vaccine Live, Intranasal*** 0.2mL prefilled, single-use Intranasal spray 2 years to 49 years of age (no preservatives or latex)	**$19.737****	Box of 10	**$197.37****	

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

AstraZeneca Returnability
Customers may return up to 25% of product purchased as long as they prebooked by March 31, 2020 and have accepted 85% of the prebooked volume by December 31, 2020.
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

Total Order Quantity

Note: Several state purchasing agencies require fees added to the contract price. FFF will also pass taxes and fees through to customers in states that impose healthcare taxes and fees for sales of pharmaceuticals to customers in their states.

Orders can be cancelled or reduced on or before **July 1, 2020.** Cancellations may affect discounts, rebates and return policies. Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

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

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

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

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

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

Authorized Signature: Date:

Thank you for supporting FFF's Guaranteed Channel Integrity!

AMENDMENT NO. 2 TO MMCAP INFUSE CONTRACT NO. MMS1900142

THIS AMENDMENT NO. 2 ("**Amendment**") to MMS1900142 and its amendment ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and FFF Enterprises, Inc., a corporation with an address of 44000 Winchester Road, Temecula, California 92590 ("**Vendor**").

RECITALS

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

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

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

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

Attachment G Modifications:

Revision 1: When fully executed, the following item is added to Attachment G for the 2020-2021 season:

Seqirus	Fluad Quadrivalent	0.5ml prefilled syringes; 65 years & older	Pack of 10	$461.09

Revision 2: Exhibit A to Attachment G in the Agreement is deleted in its entirety and replaced with the attached and incorporated Exhibit A to Attachment G.

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

Name: Luke D. Noll
Signature: Luke D. Noll
Title: Director Vaccines Sales
Date: 3-12-2020

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

Name: Debra A. L. Burandt
Signature: Debra A. L. Burandt
Date: 3-16-2020

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

Name: Sara Turnbow
Signature: Sara Turnbow, PharmD, BCPS
Date: 3-16-2020

MMS1900142
Exhibit A to
Attachment G

FFF enterprises
MyFluVaccine.com

2020-2021
MMCAP Influenza Vaccine
ORDER FORM (MMS 1900142)

Date		
Contract Affiliation		

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

Ship To	Bill To
Attn:	Attn:

Item No.	Description	Dose	U/M	Price**	Qty. In Boxes or Vials
Seqirus					
Trivalent					
FLU002003	Fluad® Influenza Virus Vaccine SOLD OUT 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	$44.205**	Box of 10	$442.05**	
Quadrivalent					
FLU012003	Fluad® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	$46.109**	Box of 10	$461.09**	
FLU242010	Afluria® Quadrivalent Influenza Virus Vaccine SOLD OUT 5mL 10-dose vial 6 months of age and older (no latex)	$14.075**	Vial	$140.75**	
FLU032001	Afluria® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives or latex)	$15.11**	Box of 10	$151.10**	
FLU022020	Afluria® Quadrivalent Influenza Virus Vaccine 0.25mL prefilled syringes, needleless, 10 per box 6-35 months of age (no preservatives or latex)	$15.11**	Box of 10	$151.10**	
FLU142010	Flucelvax® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 4 years of age and older (no antibiotics or latex)	$17.332**	Vial	$173.32**	
FLU032003	Flucelvax® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 4 years of age and older (no preservatives, antibiotics or latex)	$18.607**	Box of 10	$186.07**	

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

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

Sanofi Pasteur					
Quadrivalent					
FLU012065	Fluzone® High-Dose Quadrivalent Influenza Virus Vaccine 0.7mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	$50.353**	Box of 10	$503.53**	
FLU063315	Fluzone® Quadrivalent Influenza Virus Vaccine 5mL 10-dose vial 6 months of age and older (no latex)	$15.314**	Vial	$153.14**	
FLU042050	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	$16.534**	Box of 10	$165.34**	
FLU042010	Fluzone® Quadrivalent Influenza Virus Vaccine 0.5mL single-dose vials, 10 per box 6 months of age and older (no preservatives or latex)	$16.534**	Box of 10	$165.34**	
FLU072010	Flublok® Quadrivalent Influenza Vaccine 0.5mL prefilled syringes, 10 per box 18 years and older (no eggs, influenza virus, preservatives, antibiotics or latex)	$50.353**	Box of 10	$503.53**	

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

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

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials
GlaxoSmithKline					
FLU081652	FluLaval® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	$16.056**§	Box of 10	$160.56**§	
FLU088552	Fluarix® Quadrivalent Influenza Virus Vaccine 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	$16.056**§	Box of 10	$160.56**§	

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

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

GlaxoSmithKline Returnability
Up to 30%, per presentation type, of doses are eligible for return.
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

AstraZeneca					
FLU030710	FluMist® Quadrivalent Influenza Vaccine Live, Intranasal* 0.2mL prefilled, single-use intranasal spray 2 years to 49 years of age (no preservatives or latex)	$19.737**	Box of 10	$197.37**	

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

AstraZeneca Returnability
Customers may return up to 25% of product purchased as long as they prebooked by March 31, 2020 and have accepted 85% of the prebooked volume by December 31, 2020
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

Total Order Quantity

Note: Several state purchasing agencies require fees added to the contract price. FFF will also pass taxes and fees through to customers in states that impose healthcare taxes and fees for sales of pharmaceuticals to customers in their states.

Orders can be cancelled or reduced on or before July 1, 2020. Cancellations may affect discounts, rebates and return policies. Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

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

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

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

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

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

Authorized Signature: Date:

Thank you for supporting FFF's Guaranteed Channel Integrity!

AMENDMENT NO. 3 TO MMCAP INFUSE CONTRACT NO. MMS1900142

THIS AMENDMENT NO. 3 ("**Amendment**") to MMS1900142 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and FFF Enterprises, Inc., a corporation with an address of 44000 Winchester Road, Temecula, California 92590 ("**Vendor**").

RECITALS

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

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

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

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

Modifications:

Revision 1: Expiration Date: December 31st, 2022, or until all obligations have been satisfactorily fulfilled as determined by MMCAP Infuse, whichever occurs first.

Revision 2: Attachment G, which is attached and incorporated as Exhibit 1 to this Amendment, will be added to the Agreement.

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

Name: Chris Ground
Signature:
Title: Chief Commercial Officer
Date: Jan. 19. 2021

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

Name: Jennifer Vanderplaats
DocuSigned by:
Signature: Jennifer Vanderplaats
CD83E8166C064D1...
Date: 1/19/2021

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

Name: Debra A L Burandt
DocuSigned by:
Signature: Debra A L Burandt
867A46D798B9475...
Date: 1/19/2021

Attachment G
For 2021-2022 Season

Effective: December 18, 2020 or when fully signed whichever is later.

1. **Ordering Mechanisms**:
   a. Online: www.myfluvaccine.com
   b. Phone: 1-800-843-7477
   c. Email: FFFcustomercare@FFFenterprises.com

2. **Table 1 Products for the 2021-2022 season.**
   Influenza vaccines are split virion preparations as formulated by the United States Food and Drug Administration, Vaccines and Related Biological Product Advisory Committee for the influenza season.

Table 1

Mfr. Name	**Product Name**	**Container Type, Product Age Indication**	**Pack Size**	**MMCAP Infuse Price Per Container** (Prices do not include FET)
AstraZeneca	**Flumist 66019-0308-10**	0.2ml Nasal Sprayer; 2 to 49 years	Pack of 10	$197.37
GSK	**Fluarix Quadrivalent 58160-0887-52**	0.5ml prefilled syringes, 6mo & older	Pack of 10	$165.38
GSK	**FluLaval Quadrivalent 19515-0818-52**	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	$165.38
Seqirus	**Afluria Quadrivalent**	0.5ml prefilled syringes; 3 years & older	Pack of 10	$155.49
Seqirus	**Afluria Quadrivalent**	5 ml MD vial; 6 mo. & older	10 dose vial	$144.82
Seqirus	**Afluria Quadrivalent**	0.25ml prefilled syringes; 6-35 months	Pack of 10	$155.49
Seqirus	**Fluad Quadrivalent**	0.5ml prefilled syringes; 65 years & older	Pack of 10	$503.04
Seqirus	**Flucelvax Quadrivalent**	0.5ml prefilled syringes; 4 years & older	Pack of 10	$198.16
Seqirus	**Flucelvax Quadrivalent**	5 ml MD vial; 4 years & older	10 dose vial	$184.60

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

GSK contract prices in Table 1 above require all customers to have a signed DEC form in the GSK system to receive MMCAP Infuse contract pricing. MMCAP Infuse Members should contact MMCAP Infuse to obtain a GSK DEC form if one has not already been completed.

3. Additional Discounts
Payment terms 0.25% 20 days, Net 60 days.

4. **Returned Goods/Credits.**
MMCAP Infuse Participating Facilities may return contracted purchased full pack quantities of product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843.7477 for complete returns instructions.

Manufacturer	**Return Eligibility**
AstraZeneca	Up to 25% of doses are eligible for return on doses prebooked by April 30, 2021 and must accept 85% of the prebooked volume by December 31, 2021.
GSK	Up to 30% of doses are eligible for return
Seqirus	Up to 25% of doses are eligible for return

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

Prebook Order form: 2021-2022 Prebook added as Exhibit A to Attachment G.

MMS1900142
Amendment 3

Date
Contract Affiliation

MyFluVaccine.com

2021-2022 MMCAP Influenza Vaccine ORDER FORM (MMS 1900142)

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

Ship To	Bill To
Attn:	Attn:

Item No.	Description	Dose	U/M	Price**	Qty. in Boxes or Vials
Seqirus					
Quadrivalent					
FLU012103	**Fluad® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	**$50.304****	Box of 10	**$503.04****	
FLU242110	**Afluria® Quadrivalent Influenza Virus Vaccine** 5mL 10-dose vial **6 months of age and older** (no latex)	**$14.482****	Vial	**$144.82****	
FLU032101	**Afluria® Quadrivalent Influenza Virus Vaccine** 0. 5mL prefilled syringes, needleless, 10 per box **3 years of age and older** (no preservatives or latex)	**$15.549****	Box of 10	**$155.49****	
FLU022120	**Afluria® Quadrivalent Influenza Virus Vaccine** 0.25mL prefilled syringes, needleless, 10 per box **6-35 months of age** (no preservatives or latex)	**$15.549****	Box of 10	**$155.49****	
FLU142110	**Flucelvax® Quadrivalent Influenza Virus Vaccine** 5mL 10-dose vial **4 years of age and older** (no antibiotics or latex)	**$18.46****	Vial	**$184.60****	
FLU032103	**Flucelvax® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box **4 years of age and older** (no preservatives, antibiotics or latex)	**$19.816****	Box of 10	**$198.16****	

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

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

GlaxoSmithKline					
FLU081852	**FluLaval® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box **6 months of age and older** (no preservatives or latex)	**$16.538**§**	Box of 10	**$165.38**§**	
FLU088752	**Fluarix® Quadrivalent Influenza Virus Vaccine** 0.5mL prefilled syringes, needleless, 10 per box **6 months of age and older** (no preservatives or latex)	**$16.538**§**	Box of 10	**$165.38**§**	

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

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

GlaxoSmithKline Returnability
Up to 30%, per presentation type, of doses are eligible for return.
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

AstraZeneca					
FLU030810	**FluMist® Quadrivalent Influenza Vaccine Live, Intranasal*** 0.2mL prefilled, single-use Intranasal spray **2 years to 49 years of age** (no preservatives or latex)	**$19.737**§**	Box of 10	**$197.37**§**	

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

§ AstraZeneca contract pricing requires all members to be decked with AstraZeneca under their contract to qualify for the contract prices, as listed.

AstraZeneca Returnability
Customers may return up to 25% of product purchased if they prebook by April 30, 2021 and have accepted 85% of the prebooked volume by December 31, 2021.
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

Total Order Quantity	

Note: Several state purchasing agencies require fees added to the contract price. FFF will also pass taxes and fees through to customers in states that impose healthcare taxes and fees for sales of pharmaceuticals to customers in their states.

Orders can be cancelled or reduced on or before **July 1, 2021.** Cancellations may affect discounts, rebates and return policies. Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

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

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

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

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

I have ordered the quantities listed above and agree to the terms that apply: Authorized Signature: Date:	**Thank you for supporting FFF's Guaranteed Channel Integrity!**

AMENDMENT NO. 4 TO MMCAP INFUSE CONTRACT NO. MMS1900142

THIS AMENDMENT NO.4 ("**Amendment**") to MMS1900142 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and FFF Enterprises, Inc., a corporation with an address of 44000 Winchester Road, Temecula, California 92590 ("**Vendor**").

RECITALS

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

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

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

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

Modifications:

Revision 1: *Exhibit A: Account Set Up Form* of the Agreement will be removed and replaced with the attached and incorporated *Exhibit A* to this Amendment.

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

Name: Chris Ground
Signature: _____
Title: Chief Commercial Officer
Date: 2/8/2021

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

Name: DocuSigned by: Jennifer Vanderplaats
Signature: Jennifer Vanderplaats
CD83E8166C064D...
Date: 2/8/2021

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: 2/8/2021

FFF enterprises
Helping Healthcare Care®

44000 Winchester Road
Temecula, CA 92590
(800) 843-7477

FFF Enterprises, Inc. New Account and Credit Application Form

Please read all information carefully

1. Account Information

Legal Business Name _____ DBA Name_____

Delivery Address*

Street _____ City_____ State _____ Zip _____

Attention _____ County _____ ☐ Incorporated ☐ Unincorporated

Main Phone _____ Fax _____

Contact Name _____ Phone _____Email _____

Send **Order Confirmation** emails? Yes ☐ No ☐ Send **Shipment Notification** emails? Yes ☐ No ☐

*If you require multiple delivery addresses, please attach a separate sheet with shipping address and acceptable licensing for each facility.

GPO Is your business part of a GPO (Group Purchasing Organization)? Yes ☐ No ☐

If Yes, which affiliation(s)? _____ GPO Member Identification Number _____

Acceptable Licensing Federal and state laws require FFF to verify licensing to purchase prescriptions or products labeled "Rx Only." License Type: _____ License No.: _____ Exp. Date: _____

Do you plan to purchase controlled substances? Yes* ☐ No ☐

*If Yes, please provide a copy of your DEA and if applicable, state specific controlled substance licensing. Upon completion of the account setup, a SOM Customer Questionnaire will be sent to you.

Classification/Identification

Facility Type* _____ Class of Trade _____

*Physicians - Requires guarantee to be completed

To assist with manufacturer facility identification, please provide a: DEA license _____ or HIN number _____

2. Financial Information

Invoice Address ☐ Same as the Delivery address

Street _____ City_____ State _____ Zip _____

Statement Address ☐ Same as the Invoice address ☐ Same as the Delivery address

Street _____ City_____ State _____ Zip _____

A/P Contact Name _____ Phone _____ E-mail _____

Invoicing Preference

☐ Print ☐ Email ☐ Both Email address*: _____

*If you require multiple email addresses, please attach a separate sheet with the email address for each shipping address.

Estimated Monthly Purchase (please check the appropriate box)

☐ $0 - $5,000 ☐ $20,001 - $50,000 ☐ $100,001 - $250,000 ☐ $500,001 - $1,000,000 ☐$2,000,001 - $5,000,000

☐ $5,001 - $20,000 ☐ $50,001 - $100,000 ☐ $250,001 - $500,000 ☐ $1,000,001 - $2,000,000 ☐ $5,000,001 +

Additional Information

Tax Payer Identification _____

Are there any suits, liens or judgments over $50,000 filed against applicant? Yes ☐ No ☐

Have you ever filed for bankruptcy? Yes* ☐ No ☐ *If Yes, attach explanation.

Have you ever purchased from FFF Enterprises, Inc. before? Yes ☐ No ☐

3. Consignment

Will you be purchasing Ophthalmology products? Yes ☐ No ☐ Are you requesting a MinibarRx cabinet? Yes ☐ No ☐

Are you requesting a VIPc cabinet? Yes ☐ No ☐

If yes was checked for any of the questions above, please provide:

Full Legal Company Name _____

Street _____ City_____ State _____ Zip _____

Phone _____ Fax _____

Please sign the Terms and Conditions on page 2

FFF Enterprises New Account and Customer Credit Application

Please read all information carefully

Terms and Conditions

Terms: This application is submitted to FFF Enterprises Inc. for the purpose of obtaining credit. The undersigned represents and warrants that all information contained herein is current, correct and complete, and that FFF may rely on such information in deciding to extend or discontinue credit. The undersigned agrees to notify FFF immediately, in writing, of any change in the foregoing information including, without limitation, any change in the nature of the business, ownership, licensure, registration name, location of the business, or financial condition.

Payment: Customers wishing to establish a credit account with FFF must complete and sign this application form. Terms of payment for all orders are Net 30 days from the date of invoice, unless otherwise agreed to in writing by the customer and FFF. Prices billed are the prices in effect at the time the customer's order is accepted by FFF. Prices are subject to change without notice. The customer hereby guarantees payment of all debts, accounts and invoices. The customer agrees to pay all debts, accounts and invoices owing to FFF in full accordance with the agreed upon terms of the sale. In the event such debts, accounts or invoices owing are not paid when due, they will accrue late charges at the rate of 1.5% per month or the maximum rate allowed by law, whichever is the lesser rate. The customer hereby agrees to pay all fees and collection costs including attorneys' fees, in the event this account is placed for collection, and waives the privilege of being sued in the customer's county of residence. Earned discounts must be taken at the time of original invoice payment.

Credits and Returns: Credit for returned merchandise will be issued only for items that are authorized for return by FFF, in compliance with FFF's Return Goods Policy. All credits will be reflected in the customer's account to apply toward future purchases. The customer must report any order discrepancies within 48 hours of receipt of product. FFF is not obligated to issue credit on discrepancies not reported within 48 hours.

Orders and Shipping: All orders are shipped FOB Destination, except for expedited service. FFF will only ship to the address shown on a valid State-issued license, Registration Permit and/or license as applicable or as otherwise permitted by law, rule or regulation.

Sales Tax Information: If applicable, the customer will be charged state sales tax until such time as a valid state resale card is filed in our administrative office. There will be no retroactive credits granted for purchases made prior to the receipt. The resale card must contain a description of exempted materials for which resale is allowed in the course of business.

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

FFF ENTERPRISES CHANNEL INTEGRITY PLEDGE

Because FFF's Responsible Distribution Channel provides a secure chain of custody that ensures biopharmaceutical products move only from the manufacturer through a single, ethical distributor to the customer, with no gray area in between;

Because FFF's Responsible Distribution Channel protects the efficacy, integrity and safety of biopharmaceuticals and the health and well-being of patients;

And, because FFF's Responsible Distribution Channel promotes product availability, safety and cost containment;

We therefore pledge to honor FFF's Responsible Distribution Channel, the product safety it ensures, and the primary benefit that Channel Integrity provides: **improved patient safety.**

I hereby warrant and represent that FFF has the authority to bind the Customer to the terms and conditions stated above. Furthermore, the Customer agrees to comply with all conditions stated above and to authorize the release of credit information to FFF Enterprises.

_____ _____

Authorized purchasing agent signature (for legal account name) Print name and title

_____ _____

Date Legal account name of facility

Please sign, then send the application and supporting documents to:

E-mail: salesopspecialty@fffenterprises.com

Or

Fax: (951) 240-4504

AMENDMENT NO. 5 TO MMCAP INFUSE CONTRACT NO. MMS1900142

THIS AMENDMENT NO. 5 ("**Amendment**") to MMS1900142 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and FFF Enterprises, Inc., a corporation with an address of 44000 Winchester Road, Temecula, California 92590 ("**Vendor**").

RECITALS

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

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

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

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

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

Modifications:

Revision 1: On June 1, 2021, the *Influenza Vaccines Table* in *Exhibit C* of the Agreement will be revised as follows:

Manufacturer/Products	Administrative Fee*
Seqirus Influenza Vaccine, all product brands	**2%** of invoiced price
Sanofi Pasteur Influenza Vaccine, all product brands	~~**2%**~~ **0.5%** of invoiced price
GlaxoSmithKline Influenza Vaccine, all product brands	**0.5%** of invoiced price
AstraZeneca Influenza Vaccine, all product brands	**1.0%** of invoiced price

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

Name: Chris Ground
Signature: _____
Title: Chief Commercial Officer
Date: 5/21/2021

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

Name: DocuSigned by: Michelle Korpela
Signature: Michelle Korpela 450F253EFE4D41F...
Date: 5/24/2021

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

Name: DocuSigned by: Jennifer Vanderplaats
Signature: Jennifer Vanderplaats CD83E8166C064D1...
Date: 5/25/2021

AMENDMENT NO. 6 TO MMCAP INFUSE CONTRACT NO. MMS1900142

THIS AMENDMENT NO. 6 ("**Amendment**") to MMS1900142 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and FFF Enterprises, Inc., a corporation with an address of 44000 Winchester Road, Temecula, California 92590 ("**Vendor**").

RECITALS

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

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

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

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

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

Modifications:

Revision 1: The following Products will be added to *Table 1* in *Attachment G* for 2021-2022 Season of the Agreement:

Mfr. Name	**Product Name**	**Container Type, Product Age Indication**	**Pack Size**	**MMCAP Infuse Price Per Container** (Prices do not include FET)
Sanofi Pasteur	**Flublok Quadrivalent**	0.5ml prefilled syringes; 18 years & older	Pack of 10	$566.22
Sanofi Pasteur	**Fluzone Quadrivalent**	5ml MD vial; 6mo. & older	10 dose vial	$168.37
Sanofi Pasteur	**Fluzone Quadrivalent No Preservative**	0.5ml prefilled syringe; 6mo. & older	Pack of 10	$180.90
Sanofi Pasteur	**Fluzone Quadrivalent No Preservative**	0.5ml single dose vials; 6mo. & older	Pack of 10	$180.90
Sanofi Pasteur	**Fluzone High-dose, No Preservative**	0.7ml prefilled syringe; 65 years & older	Pack of 10	$566.22

Revision 2: Paragraph 4 in *Attachment G* for 2021-2022 Season of the Agreement will be revised as follows:

4. **Returned Goods/Credits*.***

MMCAP Infuse Participating Facilities may return contracted purchased full pack quantities of product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843.7477 for complete returns instructions.

Manufacturer	**Return Eligibility**
AstraZeneca	Up to 25% of doses are eligible for return on doses prebooked by April 30, 2021 and must accept 85% of the prebooked volume by December 31, 2021.
GSK	Up to 30% of doses are eligible for return
Seqirus	Up to 25% of doses are eligible for return
Sanofi Pasteur	Up to 5% of doses are eligible for return

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

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

Name: Chris Ground

Signature:

Title: Chief Commercial Officer

Date: August 5, 2021

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: 8/6/2021

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

Name: DocuSigned by: Michelle Korpela

Signature: Michelle Korpela
450F253EFE4D41F...

Date: 8/10/2021

AMENDMENT NO. 7 TO MMCAP INFUSE CONTRACT NO. MMS1900142

THIS AMENDMENT NO. 7 ("**Amendment**") to MMS1900142 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and FFF Enterprises, Inc., a corporation with an address of 44000 Winchester Road, Temecula, California 92590 ("**Vendor**").

RECITALS

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

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

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

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

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

Modifications:

Revision 1: Paragraph 2 of the Contract Term in the Agreement will be revised as follows:

2. **Expiration Date:** December 31st, ~~2022~~ 2023, or until all obligations have been satisfactorily fulfilled as determined by MMCAP Infuse, whichever occurs first.

Revision 2: Attachment G, which is attached and incorporated as Exhibit 1 to this Amendment, will be added to the Agreement.

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

Name: Chris Ground
Signature: 
Title: Chief Commercial Officer
Date: 1/4/2022

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

Name: DocuSigned by: Brandon Sis
Signature: Brandon Sis 7DEB89B34EBE41C...
Date: 1/4/2022

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

Name: DocuSigned by: Michelle Korpela
Signature: Michelle Korpela 450F253EFE4D41F...
Date: 1/4/2022

Attachment G
For 2022-2023 Season

Effective: December 1, 2021, or when fully signed, whichever is later.

1. **Ordering Mechanisms**:
   a. Online: www.myfluvaccine.com
   b. Phone: 1-800-843-7477
   c. Email: FFFcustomercare@FFFenterprises.com

2. **Table 1 Products for the 2022-2023 season.**
   Influenza vaccines are split virion preparations as formulated by the United States Food and Drug Administration, Vaccines and Related Biological Product Advisory Committee for the influenza season.

Table 1

Mfr. Name	**Product Name**	**Container Type, Product Age Indication**	**Pack Size**	**MMCAP Infuse Price Per Container** (Prices do not include FET)
AstraZeneca	**Flumist 66019-0309-10**	0.2ml Nasal Sprayer; 2 to 49 years	Pack of 10	$192.78
GSK	**Fluarix Quadrivalent 58160-0890-52**	0.5ml prefilled syringes, 6mo & older	Pack of 10	$170.34
GSK	**FluLaval Quadrivalent 19515-0808-52**	0.5ml prefilled syringes, 6 mo. & older	Pack of 10	$170.34
Seqirus	**Afluria Quadrivalent 33332-0322-01**	0.5ml prefilled syringes; 3 years & older	Pack of 10	$163.25
Seqirus	**Afluria Quadrivalent 33332-0422-01**	5 ml MD vial; 6 mo. & older	10 dose vial	$152.07
Seqirus	**Fluad Quadrivalent 70461-0122-03**	0.5ml prefilled syringes; 65 years & older	Pack of 10	$543.27
Seqirus	**Flucelvax Quadrivalent 70461-0322-03**	0.5ml prefilled syringes; 6 months & older	Pack of 10	$221.94
Seqirus	**Flucelvax Quadrivalent 70461-0422-10**	5 ml MD vial; 6 months & older	10 dose vial	$206.74
Sanofi Pasteur	**Flublok Quadrivalent 49281-0722-10**	0.5ml prefilled syringes; 18 years & older	Pack of 10	$607.27
Sanofi Pasteur	**Fluzone Quadrivalent 49281-0637-15**	5ml MD vial; 6mo. & older	10 dose vial	$173.42

Mfr. Name	Product Name	Container Type, Product Age Indication	Pack Size	MMCAP Infuse Price Per Container (Prices do not include FET)
Sanofi Pasteur	**Fluzone Quadrivalent No Preservative 49281-0422-50**	0.5ml prefilled syringe; 6mo. & older;	Pack of 10	$186.33
Sanofi Pasteur	**Fluzone Quadrivalent No Preservative 49281-0422-10**	0.5ml single dose vials; 6mo. & older;	Pack of 10	$186.33
Sanofi Pasteur	**Fluzone High-dose, No Preservative 49281-0122-65**	0.5ml prefilled syringe; 65 years & older	Pack of 10	$607.27

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

GSK contract prices in Table 1 above require all customers to have a signed DEC form in the GSK system to receive MMCAP Infuse contract pricing. MMCAP Infuse Members should contact MMCAP Infuse to obtain a GSK DEC form if one has not already been completed.

3. Additional Discounts

Payment terms 0.25% 20 days, Net 60 days.

4. **Returned Goods/Credits*.***

MMCAP Infuse Participating Facilities may return contracted purchased full pack quantities of product to Vendor via the following guidelines for credit. Contact Vendor's Customer Care Team at 1-800-843-7477 for complete returns instructions.

Manufacturer	Return Eligibility
AstraZeneca	Up to 25% of doses are eligible for return
GSK	Up to 15% of doses are eligible for return
Sanofi Pasteur	Up to 10% of doses are eligible for return
Seqirus	Up to 10% of doses are eligible for return

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

Prebook Order form: 2022-2023 Prebook added as Exhibit A to Attachment G.

Exhibit A - Prebook Order Form

Pricing as of 01/02/2022

Prices are subject to change without prior notification.

PFS = Prefilled Syringe
SDV = Single dose vial
MDV = Multi dose vial
Number of Products: 13

FFF FLU PROGRAM PRICING

MMCAP INFUSE

MMS1900142

Please note any cancellations or reductions must be done on or before May 1st 2022.

Returnability:

AstraZeneca Customers may return up to 25% of product purchased

GlaxoSmithKline- Customers may return up to 15% per presentation

Seqirus Customers may return up to 10% per presentation

Sanofi Customers may return up to 10% per presentation

*Returnability supersedes all previous returns programs

*Returns must be in full pack quantities only (no partials)

Payment terms are 0.25% 20 days net 60 days

Federal Excise Tax of $.75 per dose or $7.50/vial or box of 10 prefilled syringes will be added to each order and is included in the prices listed.

Product Name	Indication	Size	Manufacturer	SKU	NDC	DosePrice	Basic UOM	Net Price	Quantity in boxes or vials
FLULAVAL QUAD 0.5ML PFS	Flulaval Quadrivalent Influenza Virus Vaccine 0.5mL Prefilled syringes, needleless 10 per box, 6 months of age and older	0.5ML / 10 SR	GLAXOSMITHKLINE	FLU080852	19515-0808-52	$17.784	Box of 10	$177.84	
FLUARIX QUADRIVALENT 0.5ML PFS	Fluarix Quadrivalent Influenza Virus Vaccine 0.5mL Prefilled syringes, needleless 10 per box, 6 months of age and older	0.5ML / 10 SR	GLAXOSMITHKLINE	FLU089052	58160-0890-52	$17.784	Box of 10	$177.84	
FLUMIST QUAD 0.2ML INTRANASAL	Flumist Quadrivalent Influenza Vaccine Live 0.2mL prefilled, single-use intranasal spray, 10 per box, 2 to 49 years of age	1 EA / 10 PC	MEDIMMUNE	FLU030910	66019-0309-10	$20.028	Box of 10	$200.28	
FLUBLOK QUADRIVALENT 0.5ML PFS	Flublok Quadrivalent Influenza Vaccine 0.5mL Prefilled syringes, needleless 10 per box, 18 years of age and older	0.5ML / 10 SR	SANOFI PASTEUR	FLU072210	49281-0722-10	$61.477	Box of 10	$614.77	
FLUZONE QUADRIVALENT 0.5ML PFS	Fluzone Quadrivalent Influenza Virus Vaccine 0.5mL Prefilled syringes, needleless 10 per box, 6 months of age and older	0.5ML / 10 SR	SANOFI PASTEUR	FLU042250	49281-0422-50	$19.383	Box of 10	$193.83	
FLUZONE QUADRIVALENT 0.5ML SDV 10/BX	Fluzone Quadrivalent Influenza Virus Vaccine 0.5mL Single dose vials, 10 per box, needleless 6 months of age and older	0.5 ML / 10 VL	SANOFI PASTEUR	FLU042210	49281-0422-10	$19.383	Box of 10	$193.83	
FLUZONE QUADRIVALENT 5ML MDV	Fluzone Quadrivalent Influenza Virus Vaccine 5mL 10 dose vial, 6 months of age and older	5 ML / 1 VL	SANOFI PASTEUR	FLU063715	49281-0637-15	$18.092	Vial	$180.92	
FLUZONE QUADRIVALENT HIGH DOSE 0.7ML PFS	Fluzone High Dose Quadrivalent Influenza Virus Vaccine 0.7mL Prefilled syringes, needleless 10 per box, 65 years of age and older	0.7ML / 10 SR	SANOFI PASTEUR	FLU012265	49281-0122-65	$61.477	Box of 10	$614.77	
FLUAD QUADRIVALENT 0.5ML PFS 10/BX	Fluad Quadrivalent Influenza Virus Vaccine 0.5mL Prefilled syringes, needleless, 10 per box, 65 years of age and older	0.5ML / 10 SR	SEQIRUS, INC	FLU012203	70461-0122-03	$55.077	Box of 10	$550.77	

TO ORDER

Contact FFF Enterprises Wow! Customer Care: **(800) 843-7477** | **FAX (800) 418-4333** | **MyFluVaccine.com**

FFFenterprises.com

Regular Ordering Hours:
8:00 am – 8:00 pm EST 6:00 am – 6:00 pm MST
7:00 am – 7:00 pm CST 5:00 am – 5:00 pm PST

Emergency Ordering:
(800) 843-7477 (24/7)

Shipping:
FOB Destination – Standard Overnight

Email:
customerservice@fffenterprises.com

Eligibility for GPO contract pricing requires all members to be decked and/or rostered within our manufacturing partner systems. Pricing will be updated as eligibility is determined, and a final confirmation will be sent for review prior to shipment.

FFF FLU PROGRAM PRICING

MMCAP INFUSE

MMS1900142

Pricing as of 01/02/2022

Prices are subject to change without prior notification.

PFS = Prefilled Syringe
SDV = Single dose vial
MDV = Multi dose vial
Number of Products: 13

Product Name	Indication	Size	Manufacturer	SKU	NDC	DosePrice	Basic UOM	Net Price	Quantity in boxes or vials
FLUCELVAX QUAD 0.5ML PFS	Flucelvax Quadrivalent Influenza Virus Vaccine 0.5mL Prefilled syringes, needleless, 10 per box, 6 months of age and older	0.5ML / 10 SR	SEQIRUS, INC	FLU132203	70461-0322-03	$22.944	Box of 10	$229.44	
FLUCELVAX QUAD 5ML MDV	Flucelvax Quadrivalent Influenza Virus Vaccine 5mL 10 dose vial, 6 months of age and older	5 ML / 1 VL	SEQIRUS, INC	FLU142210	70461-0422-10	$21.424	Vial	$214.24	
AFLURIA QUAD 5ML MDV	Afluria Quadrivalent Influenza Virus Vaccine 5mL 10 dose vial, 6 months of age and older	5 ML / 1 VL	SEQIRUSBIO	FLU242210	33332-0422-10	$15.957	Vial	$159.57	
AFLURIA QUADRIVALENT 0.5ML PFS	Afluria Quadrivalent Influenza Virus Vacine 0.5mL Prefilled syringes, needleless, 10 per box, 3 years of age and older	0.5ML / 10 SR	SEQIRUSBIO	FLU232203	33332-0322-03	$17.075	Box of 10	$170.75	

TO ORDER

Contact FFF Enterprises Wow! Customer Care: **(800) 843-7477** | **FAX (800) 418-4333** | **MyFluVaccine.com**

FFFenterprises.com

Regular Ordering Hours:
8:00 am – 8:00 pm EST 6:00 am – 6:00 pm MST
7:00 am – 7:00 pm CST 5:00 am – 5:00 pm PST

Emergency Ordering:
(800) 843-7477 (24/7)

Shipping:
FOB Destination – Standard Overnight

Email:
customerservice@fffenterprises.com

Eligibility for GPO contract pricing requires all members to be decked and/or rostered within our manufacturing partner systems. Pricing will be updated as eligibility is determined, and a final confirmation will be sent for review prior to shipment.