

MA 18P 2004230000000000133  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 04/23/20

**Expiration Date:** 06/30/22

**Master Agreement Description:** Pandemic Products

**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Requestor Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extension until 6/30/2022.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000022888

**Vendor Name**

Medline Industries, Inc.

**Alias/DBA**

**Vendor Address Information**

DEPT CH 14263

PALATINE, IL 60055-4263

US

**Vendor Contact Information**

Lucas McGovern  
847-837-2820 ext.  
GOVBIDS@MEDLINE.COM

**Payment Discount Terms**

0 Days  
0 Days  
0 Days  
0 Days

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Medline Industries, Inc.

**Commodity Line #:** 1

**Commodity Code:** 47569

**Commodity Description:** Pandemic Products

**Commodity Specifications:** MMCAP Infuse Multi State Contract #MMS2000161

**Commodity Extended Description:** Agency user to enter 1 Lot for each individual order.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	04/23/20	06/30/22
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*Jaime Schorr* 3/1/2022  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:  
*Chris Powers* 3/3/2022  
Signature Date

Chris Powers Vice President Government

Print Representative Name and Title

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form
<input type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Other – Included at Department's Discretion

**RIDER A**  
**Scope of Work and/or Specifications**

Medline's entire catalog of products will be available to MMCAP Infuse participating facilities in the State of Maine except for the following:

1. Naloxone
2. Controlled substances as define by the Drug Enforcement Administration
3. Incontinence products
4. Influenza and vaccines

Pandemic Product Categories: These product categories are on allocation and availability will be inconsistent during the pandemic.

1. Facemasks
2. PPE – Isolation gowns and coveralls
3. Surgical drapes and gowns
4. Standard and custom packs
5. Hand sanitizer
6. Exam gloves

MMCAP Infuse participating facilities in State of Maine, such as Riverview Psychiatric Center, Dorothea Dix Psychiatric Center, Department of Health and Human Services, and Downeast Correctional Facility will purchase the commodities within the scope of this master agreement.

The vendor agrees to supply all contracted commodities and services at the agreed upon prices. Delivery Orders (DOs) may be submitted as needed until the expiration date. All DOs will be subject to MMCAP Infuse contract #MMS2000161, attached and hereby incorporated into this contract. Prices shall remain firm until the expiration date.

For Medline-branded items, MMCAP Infuse members will receive a discount of 30% off the list price. For non-Medline items, members will receive a discount of 25% off the list price.

**Account Setup**

To setup an account, contact Lucas McGovern at 800.633.5463 or LMcGovern@medline.com or go to [www.medline.com](http://www.medline.com). To begin the process of account setup, please make sure you have a Tax-Exempt certificate (if applicable), and either a PO or any piece of government letterhead showing you are a government entity. Non-government entities will need to fill out a credit application.

**Purchasing**

The easiest way to submit a purchase order is by submitting through [www.medline.com](http://www.medline.com). You may also submit POs to your designated sales representative (assigned upon account creation) or call in orders to the customer service hotline: 800.633.5463

RIDER C  
EXCEPTIONS

NA



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

**Medline Industries, Inc.**

**MMS2000161**

**Prepared on April 14, 2020 by James Babbitt**

**[Emergency Agreement]**

**PREFIX A****Definitions and Acronyms**

Are attached and incorporated into the Agreement

**Definitions**

1. **Administrative Fee:** Means three percent (3%) of invoiced amount for all sales by Members.
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 that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership as set forth on **Attachment A** and any subsequent amendment to this Agreement.
4. **Contract(ed) Items:**
  - A. **Products:** Means all products offered by the Vendor in this Agreement as identified on **Attachment A**.
  - B. **Services:** Not applicable
5. **Days:** (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
6. **Government Unit:** Any entity as defined by Minnesota Statute 471.59.
7. **Member:** Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
8. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
9. **Onboarding Date:** Means the Vendor must allow new Members to access to the Agreement within seven (7) days of notice by MMCAP Infuse and/or the completion of the required paperwork on **Attachment D**.
10. **Order Form:** Means the document or electronic platform Member utilizes to obtain Contracted Items.
11. **Pandemic:** Relating to COVID-19 pandemic of 2020.
12. **Primary Account Representative:** Lucas McGovern, Sales Business Analyst
13. **State:** Means one of the recognized fifty (50) states of the United States of America.



## AGREEMENT FOR MMCAP INFUSE NO. MMS2000161

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 Medline Industries, Inc. with an address of Three Lakes Drive, Northfield, IL 60093 (“**Vendor**”).

### Contract Term:

1. **Effective Date:** April 14, 2020, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date:** April 15, 2021.
3. The Contract Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

## AGREEMENT COMPONENTS

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

1. **Prefix A:** Definitions
2. **Attachment A:** Products and Pricing
3. **Attachment B:** Further Discounts
4. **Attachment C:** Scope of Services
5. **Attachment D:** Required Member Onboarding Forms Not Applicable
6. **Attachment E:** Required Reporting
7. **Attachment F:** MN Statutory Language
8. **Attachment G:** Returned Goods Policy
9. **Attachment H:** Recall Policy

## ARTICLE I PRICING

- 1.1 **Pricing Structure:** Vendor will offer Products at Vendor's list price minus the discounts set for in **Attachment B**.
- 1.2 **Member Fees.** MMCAP Infuse will not allow Member fees, assessments, and/or additional costs to be assessed to Vendor under this Agreement. If Vendor accepts a Member fee, assessment, and/or additional costs, the Vendor will adjust the MMCAP Infuse discount in **Attachment B** for the applicable Member(s) and will not pass along the costs to the remaining Membership.

## ARTICLE II SUPPLYING AND AVAILABILITY

- 2.1 **Product Dating (Non-Pandemic).** All Products supplied to Members must have an expiration date of at least twelve (12) months from the date of manufacture and have a least a six (6) month shelf life from the date of acceptance of the Product by the Member. For Products that have an expiration dates less than six (6) months, Vendor will (A) discount the Product no less than twenty percent (20%); (B) Member must be notified and provided written consent before delivery; and (C) Products must be usable for at least fifteen (15) days on the date received by Member. If Member is not notified, Vendor must agree to allow the member to return the product without any penalties, fees, or shipping costs.
- 2.2 **Product Outages (Non-Pandemic).** It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the foreseeable needs of the Members. It is expected that the Vendor will be able to fulfill a combined direct and/or wholesaler purchase volume of 150% of the Members' previous quarter's volume; if Vendor cannot fulfill orders made by Members directly to the Vendor and/or a wholesaler Vendor stock outage will be considered a failure to perform by the Vendor. The Vendor agrees to utilize the following process in the event of a backorder situation due to a Vendor-created stock outage.
  - A. **Immediate Notification:** Vendor's ordering system will provide notice within twenty-four (24) hours to the MMCAP Infuse and its Members of any Products covered by this Agreement that the Vendor has placed on backorder. Vendor's backorder notification will include:
    - i. the Products placed on backorder status;
    - ii. the expected timeline of the backorder;
    - iii. the reason for the stock outage was caused; and
    - iv. how the Vendor intends to resolve the backorder situation.

- B. **Substitution:** If Members consents, Vendor may offer like-kind Products at the same or lower price as the out of stock product.
- i. **Force Majeure:** Any instances of Force Majeure, as identified in Paragraph 4.4, will exempt Vendor from providing a credit to Member.
- 2.3 **Returned Goods/Credits.** Is found on **Attachment G**; Vendor will supply a copy of its returned goods/credit policy to a Member upon request.
- 2.4 **Product Recalls.** Is found on **Attachment H**; Vendor will supply a copy of its returned goods/credit policy to a Member upon request.
- 2.5 **Backorders.** Except for the Pandemic related Products listed on **Attachment A**, Vendor must provide written notice of all Product backorders expected to last longer than thirty (30) calendar days and/or inability to supply situations to MMCAP Infuse within twenty (24) hours of the knowledge of the situation. Notices must include the reason(s) for and the expected duration of the issue. Notices must be sent to: [MMCAP\\_Infuse.Contracts@state.mn.us](mailto:MMCAP_Infuse.Contracts@state.mn.us).

### **ARTICLE III**

#### **PAYMENT, ORDERS, AND DELIVERY**

- 3.1 **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.
- 3.2 **Payment Method.** Vendor will accept Electronic Funds Transfer (EFT), credit card, or P-Card as a payment method and Member will initiate this process with its financial institution.
- 3.3 **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.
- 3.4 **Orders.** As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP Infuse. Vendors may use their own Order Forms. To the extent that the terms of any Order Form(s) conflict with the terms of this Agreement, the terms of this Agreement supersede. 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. 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. In non-Pandemic scenarios, 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.
- 3.5 **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 the Contract Items under the Order Form are 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.
- 3.6 **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.
- 3.7 **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 Member 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**: Upon request from Member, Vendor will work with Member to establish a routine delivery schedule. Delivery for stock items will occur within three (3) business days, from the date the Product is ordered. It is understood that deliveries to Alaska or Hawaii may take longer. All expedited deliveries will be made next day, or on the next scheduled delivery day (excluding Alaska and Hawaii), unless communicated otherwise.
- 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. **Minimum Order Requirements**: Three hundred fifty dollars (\$350).
- 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.

3.8 **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 Member. In the event that Vendor is unable to fill a Member's order, Vendor will have the Product drop shipped directly from the manufacturer. For any additional costs, Vendor will disclose to Member before being shipped.

3.9 **Delivery for Services**. Not applicable.

3.10 **Invoicing**. Vendor will submit an invoice with 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
  - vii. Applicable omit codes (e.g., manufacturer backorder, manufacturer discontinued, etc.).
- 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 fifteen (15) 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.

3.11 **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.
- 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.

3.12 **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 calendar year. When a Member or MMCAP Infuse discovers an error in pricing, they will notify Vendor.

#### **ARTICLE IV** **TERMINATION, CANCELLATION, AND REMEDIES**

- 4.1 **Cancellation.** MMCAP Infuse may cancel this Agreement any time, without cause, upon thirty (30) days' written notice to the other Vendor.
- 4.2 **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.
- 4.3 **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 Products covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Products 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 Products 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 enough to pay for the Products.
- 4.4 **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.
  - A. Pandemic: Vendor will not be responsible for delays or unavailability of Products directly related to the Pandemic.
- 4.5 **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.
- 4.6 **Dispute Resolution.** Vendor and MMCAP Infuse will handle dispute resolution for unresolved issues using the following procedure.
  - A. Notification. Parties shall promptly notify each other 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 MMCAP Infuse or Vendor may escalate the resolution of the issue to a higher level of management. When escalated a teleconference will be scheduled between 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 V** **MEMBERSHIP**

- 5.1 **Onboard, Transition, and Implementation.** If the Vendor requires additional paperwork for Members to acquire the Products, Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition. Vendor's documents and/or procedure for implementing and transitioning Members to this Agreement is set forth on **Attachment D**.
- 5.2 **Membership Listing.** MMCAP Infuse will provide Vendor a complete listing of the Membership. MMCAP Infuse reserves the right to add and remove Members during the Contract Term.
- A. New Members. The Vendor must allow new Members to access to the Agreement the Onboarding Date. As new Members are added, MMCAP Infuse will provide Vendor with monthly e-mail notices announcing a new Membership list has been posted.
- B. Removing Members. Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to removing any Member. If MMCAP Infuse does not receive notification that a Member has been removed from Contract Pricing, Vendor will honor Contract Pricing for the Member for thirty (30) after MMCAP Infuse receives the written notice.
- 5.3 **Membership Eligibility.** Upon request, Vendor will send an electronic eligibility list identifying which Members have been attached to MMCAP Infuse: [MMCAP\\_Infuse.Contracts@state.mn.us](mailto:MMCAP_Infuse.Contracts@state.mn.us).
- 5.4 **Member Attachment:** Vendor will ensure Members are attached to the Agreement for all Contracted Item purchases made by Member. Upon request of MMCAP Infuse, Vendor must verify only the Membership has access to the Contract Pricing and Contracted Items. Failure to do may result in immediate termination.
- 5.5 **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 Products and services covered by this Agreement.
- 5.6 **DEA License/HIN.** Unless the Member purchases a controlled substance, the Vendor may not require that a Member have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from Member, which MMCAP Infuse will work with the Member to obtain.
- 5.7 **Product Use.** All items acquired by Members under this Agreement are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise. Members may not resell the Products to the private sector.

## **ARTICLE VI** **AGREEMENT MANAGEMENT**

- 6.1 **Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP Infuse for this Agreement and must provide a minimum of seventy-two (72) hours advanced notice to MMCAP Infuse if that person is reassigned. In the event that the Primary Account Representative is unresponsive or does not meet MMCAP Infuse's needs, the Vendor will assign another Primary Account Representative upon MMCAP Infuse's request. The Primary Account Representative will be responsible for:
- A. Proper maintenance and management of the Agreement, including timely execution of all amendments.
- B. Timely response to all MMCAP Infuse inquiries
- C. Performance of the business review as described in Paragraph 6.2.
- D. Personnel Changes. Vendor will provide MMCAP Infuse with written advance notice of changes to the Primary Account Representative. 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.
- 6.2 **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 and reporting, supply issues, customer issues, and any other necessary information.

**ARTICLE VII**  
**WARRANTS, COVENANTS, AND DUTIES OF VENDOR**

- 7.1 **Covenant of Laws.** Vendor shall comply with all state and federal laws, as applicable to each Member, in the performance of this Agreement.
- 7.2 **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.
- 7.3 **FDA-Certified Drug Application.** The Vendor acknowledges that each Products has, if required by law, an FDA-certified New Drug Application, an Abbreviated New Drug Application, or a Biologics License Application on file and accepts the liability with which such application confers. The Vendor guarantees to furnish Products that have not been adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or as required by each Member's applicable regulatory board.
- 7.4 **Health Care Product Regulations:** Vendor acknowledges that each Product has, if required by law, a United States Food and Drug Administration (FDA) 510(K) on file and accepts the liability with which such application confers. Additionally all products should meet applicable industry standards such as but not limited to standards set by ISO or UL. The Vendor guarantees to furnish no Product under this Agreement that is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the FDA, or as required by each member state's applicable laws, rules, or regulations.
- 7.5 **cGMP** Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act. If the Vendor receives a 483 or similar type warning letter for any Product, it must be provided to MMCAP Infuse within ten (10) days of receipt by Vendor.
- 7.6 **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 Infuse 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.
- 7.7 **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.
- 7.8 **Warranty.** Vendor will assign all manufacture warranties to MMCAP Infuse and all applicable Members.
- 7.9 **Antitrust.** The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member unless otherwise assigned directly to that Member by Vendor with MMCAP Infuse's approval.

**ARTICLE VIII**  
**ADMINISTRATIVE FEE AND REPORTING**

- 8.1 **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 made by Members.
- A. 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:
- Financial Management & Reporting – MMCAP Infuse  
50 Sherburne Avenue, Suite 309  
St. Paul, MN 55155
- B. Vendor shall not be required to pay the Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.
- C. For Members that are currently customers of the Vendor that are switched to this Agreement, the Vendor will only pay Administrative Fees on increased sales. Vendor will indicate the attributable Membership purchases on the monthly reporting on **Attachment E**.
- 8.2 **Reporting.** The Vendor must submit a monthly data report, which the requirements can be found on **Attachment E**. All data reports must be sent to: [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us) at the end of each month, but no later than thirty (30) days after the end of the month.

**ARTICLE IX**  
**INTELLECTUAL PROPERTY**

- 9.1 **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 Infuse 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.
- 9.2 **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.
- 9.3 **Pre-Existing Intellectual Property.** MMCAP Infuse and Vendor will each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. The Vendor grants Minnesota a perpetual, irrevocable, non-exclusive, royalty free license for Vendor's pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement. The aforementioned license is solely for use by Members, and their agents related to an internal business or governmental purposes.
- 9.4 **Vendor Obligations.** The Vendor must perform all acts, and take all steps necessary to ensure that all intellectual property rights created for MMCAP Infuse or Member are the sole property of the MMCAP Infuse or Member, and that neither Vendor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- 9.5 **Intellectual Property Indemnification.** The Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MMCAP Infuse, at the Vendor's expense, from any action or claim brought against MMCAP Infuse to the extent that it is based on a claim of an infringement upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor's

or MMCAP Infuse's opinion is likely to arise, the Vendor must, at the MMCAP Infuse's discretion, either procure for the MMCAP Infuse the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the MMCAP Infuse will be in addition to and not exclusive of other remedies provided by law.

- 9.6 **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 X INSURANCE**

- 10.1 **Notice.** 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. 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 shall maintain such insurance in force and effect throughout the term of the Agreement. The failure of MMCAP Infuse to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify MMCAP Infuse of the cancellation of policies required under this Agreement shall not constitute a waiver by MMCAP Infuse to the Vendor to provide such insurance. 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 MMCAP Infuse and copies of policies must be submitted to MMCAP Infuse. The Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

10.2 **Additional Insurance Conditions.**

- 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) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 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's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; 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.

10.3 **Coverage.** 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. \$5,000,000 – per occurrence
  - ii. \$5,000,000 – annual aggregate
  - iii. \$5,000,000 – annual aggregate – Products/Completed Operations
  - 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 Infuse named as an Additional Insured, to the extent permitted by law
- C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:
- i. \$2,000,000 – per occurrence
  - ii. \$2,000,000 – annual aggregate
- D. Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance: This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Vendor's services required under the Agreement. Insurance minimum limits are as follows:
- i. \$2,000,000 – per occurrence
  - ii. \$2,000,000 – annual aggregate

## **ARTICLE XI** **GENERAL TERMS**

- 11.1 **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.
- 11.2 **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 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.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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, Offer Letters, 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, or are modified, diminished, or derogated 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.
- 11.6 **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.

- 11.7 **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.
- 11.8 **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.
- 11.9 **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.

**VENDOR: Medline Industries, 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: CHRIS POWERS  
 Signature: [Signature]  
 Title: VP, GOVERNMENT  
 Date: 4-15-2020

**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: James Babbitt  
 Name: DocuSigned by: James Babbitt  
 Signature: [Signature]  
 Date: DDE5B1490A484FC 4/16/2020

**COMMISSIONER OF ADMINISTRATION**

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

Name: Jennifer Vanderplaats  
 Name: DocuSigned by: Jennifer Vanderplaats  
 Signature: [Signature]  
 Date: CD83E8164016/2020

**ATTACHMENT A**  
**Contracted Products**

Vendor's entire catalog of Products will be available to the Membership except for the following:

1. Naloxone
2. Controlled Substances as defined by the Drug Enforcement Administration (DEA)
3. Incontinence Products
4. Influenza and Vaccines

Pandemic Product Categories: These Product categories are on allocation and availability will be inconsistent during the Pandemic.

1. Facemasks
2. PPE – Isolation gowns and coveralls
3. Surgical drapes and gowns
4. Standard and custom packs
5. Hand sanitizer
6. Exam gloves

**ATTACHMENT B**  
**Discounts**

<b>Description</b>	<b>Discount</b>
Medline/Vendor brand Products	30% off list price
Non-Medline/Vendor Products	25% off list price

**ATTACHMENT C**  
**Scope of Services**

**NOT APPLICABLE**

**ATTACHMENT D**  
**Required Member Onboarding Forms**

**NOT APPLICABLE**

**ATTACHMENT E**  
**Reporting Requirements**

**Table 1: Required Data Field for Sales Data Report**

Excel Column	Required Data Field Full Name for Sales Data Report
A	MMCAP-assigned Member ID
B	MMCAP Member Name
C	Vendor Distribution Center Code
D	Vendor-assigned Account number for MMCAP Member (this should be the ship-to account number)
E	Invoice Number
F	Invoice Line Number
G	Purchase Order Number
H	Invoice date (MMDDYYYY)
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)
J	Vendor's (distributor) SKU item number
K	NDC of purchased Product as stored in First DataBank, Inc. (Required for pharmaceutical Products)
L	LabelName/Product Description
M	Unit Dose (Required for pharmaceutical Products)
N	Pack Size
O	Unit
P	Case Size
Q	Dose (Required for pharmaceutical Products).
R	Strength (Required for pharmaceutical Products).
S	Route (Required for pharmaceutical Products).
T	Unit Price (99999.9999)
U	Quantity Ordered (not Vendor repackaged or re-bundled quantity)(99999.9999)
V	Quantity Shipped (not Vendor repackaged or re-bundled quantity)(99999.9999)
W	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999.9999)
X	Type of transaction (MMCAP contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (99999.9999)
AH	MMCAP Contract Number (MMSxxxxx)
AI	Admin Fee
AJ	Credit Indicator (C for credit)
AK	MMCAP Assigned Wholesaler Code ( <b>Codes will be assigned to PPV's during implementation period of the contract</b> )
AL	Manufacturer Name (MFG Name)
AM	Class of Trade
AN	340b Purchase

AO	Category
AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXX)
AS	UNSPSC Description
AT	GLN
AU	GTIN
AV	Indication current Vendor Member of switching to MMCAP Infuse and/or attributable increased sales

**Table 2: Sales Data Usage Report-Fixed Length Fields**

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
Quantity 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 (999999999.999)	ExtendedPrice	numeric	999999999.999	13	1	255	267
Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract	SaleType	Alpha Numeric		1	1	268	268
Bill to Address 1	billtoaddress1	Alpha Numeric		30	1	269	298
Bill to City	billtocity	Alpha Numeric		20	1	299	318
Bill to State (2 alpha postal code)	billtostate	Alpha Numeric		2	1	319	320
Bill to Zip (standard 5-4 format, no dash necessary)	billtozip	Alpha Numeric		9	1	321	329
Ship to Address 1	shiptoaddress1	Alpha Numeric		30	1	330	359
Ship to City	shiptocity	Alpha Numeric		20	1	360	379
Ship to State (2 alpha postal code)	shiptostate	Alpha Numeric		2	1	380	381
Ship to Zip (standard 5-4 format, no dash necessary)	shiptozip	Alpha Numeric		9	1	382	390
Service Fee (9999.9999)	ServiceFee	numeric	9999.9999	9	1	391	399
MMCAP Contract Number (MMSxxxx)	contractnumber	Alpha Numeric		10	1	400	409
Admin Fee (9999.9999)	AdminFee	numeric	9999.9999	9	1	410	418
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	419	419
MMCAP Assigned Wholesaler Code (AmeriSource-Bergen=0401, Cardinal Health=0301, Morris-Dickson=0701, Bergen=0201, <i>(New codes will be assigned to PPV's during implementation period of the contract)</i> )	WwholeCode	Alpha Numeric		4	0	420	423
Manufacture Name (MFG Name)	MfgName	Alpha Numeric		40	1	424	463
Class of Trade	ClassofTrade	Alpha Numeric		4	1	464	467
340b Purchase	340b	Alpha Numeric		1	1	468	468



**ATTACHMENT F**  
**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. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
  - 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 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 Infuse Data.** Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data 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 Minnesota tax identification number, already provided to the MMCAP Infuse, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
3. **Non-discrimination.** The Vendor will comply with the provisions of Minn. Stat. § 181.59.
4. **Affirmative Action Requirements.**
  - A. **Covered contracts and vendors.** 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.
5. **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.
  6. **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.
  7. **Contingency Fees Prohibited.** Pursuant to Minn. 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.
  8. **Diverse Spend Reporting.** If the total value of this Agreement may exceed \$500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.
  9. **Retainage for Minnesota Government Units.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.
  10. **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(s).

## ATTACHMENT G



### Return Goods Policy

#### Authorization

All returns must be authorized by Medline prior to receipt. Product must be returned within 90 day of purchase. Authorizations are valid for 30 days. Return goods authorizations (RGAs) may be arranged either phoning Customer Service at **1 800-307-8386** or by contacting a Medline sales representative. Unauthorized returns may be returned to customer at customer's expense, destroyed by Medline's at Medline's discretion, or subject to additional charges without credit being issued to customer. **This policy applies to all customers unless superseded by a separate written agreement that includes specific return goods terms and conditions.**

#### Return Procedure

After obtaining an RGA, each return must include the following information:

- Customer's name, address and account number.
- RGA number.
- Original PO number or original Medline order number.
- Lot number and expiration dates where applicable.

#### Return Policy

Defective products are returnable with prior authorization. Non-defective products may be returned, provided customer has obtained prior authorization from Medline, if such products are in salable condition and suitable for restocking. Freight and restocking may apply as noted in the Restocking Fee Scheduled listed below. Product must be returned within 90 days of receipt.

The following conditions will not be considered for return.

- Products purchased more than three months prior to return request.
- Products considered hazardous materials.
- Special or custom products made to customer specifications or sold as non-returnable.
- Products returned in altered or damaged packaging, or in packaging other than original packaging.
- Refrigerated items.
- Packs broken, breached or damaged.
- Items in unsalable units of measure where product cannot be resold.
- Returns prohibited by state law\*.
- Products with less than 6 months shelf life remaining based on expiration dates.
- Third party vendor products that require a vendor return authorization are subject to the vendor's return policy and applicable fees.
- Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned products and is subject to the other terms of this policy.

\*Each state has individual Pharmacy laws, all returns are subject to approval of Medline Regulatory Affairs.

## **Damages or Shortages**

In an effort to minimize any delay in resolving a damage or shortage claim, customer is required to count all receipts prior to customer's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the customer. The damaged products must remain in the original carton, in the event inspection is required by the transportation company. Customer must notify Medline of any damages in transit or product shortages within two (2) business days of receipt, or Medline shall have no obligation to process credit or arrange for product replacement. Contact Medline Customer Service at 1-800-MEDLINE or a Medline sales representative to report damages or shortages.

## **Products Shipped in Error by Medline**

Customer must notify Medline of any shipping errors or disputes within two (2) business days of receipt. Products shipped in error by Medline are freely returnable for full credit, provided that such returns are made within thirty (30) days of receipt.

## **Defective product**

Defective product, properly noted damaged product and returns that are the result of a Medline error may be returned at Medline's expense and for a full credit, subject to the other provisions of this policy.

## **Restocking Fee Schedule**

<u>Return from Date of Invoice</u>	<u>Re-stocking fee Percentage</u>
0 – 30 Days	5% / \$25 minimum + Freight
31 – 60 Days	10% / \$25 minimum + Freight
61 – 90 Days	20% / \$25 minimum + Freight
Greater than 90 days	not returnable unless expressly approved prior to receipt – contact your Medline Representative for additional information.

ATTACHMENT H



Medline Industries, Inc.

# RECALL POLICY

**1.0 Purpose:**

- 1.1 The purpose of this document is to describe the procedures to be followed for mandatory and voluntary recalls, and product corrections and removals including market withdrawals, stock recoveries and safety alerts.

**2.0 Scope:**

- 2.1 These procedures will be followed for medical device, drug, cosmetic or food products manufactured and/or distributed by Medline Industries, Inc., domestic as well as international that require action after the product leaves Medline control. Product in Medline's branches or with a Medline employee is still under Medline control.

**3.0 Responsibility:**

- 3.1 It is the responsibility of the Corporate President QA/RA, or designee to ensure that the appropriate management personnel are involved in the decision process as well as carrying out the action in the most expedient, efficient, manner.
- 3.2 The VP Quality Assurance and/or the QA Recall Coordinator will be responsible for the implementation of the field action procedures as well as recalls for distributed products (Guideline use CW-00005-F-00002).
- 3.3 Executive Management will be verbally notified by Corporate President QA/RA of all Medline branded recalls.
- 3.4 The VP Quality Assurance or designee will approve the outgoing method and correspondence for Medline branded recalls.
- 3.5 The International RA Manager or Designee will be responsible for notifying the competent authorities and notifying body. The notifying bodies (these also include the AU Sponsor and the EU Representative) will be advised per SOP-00033.
- 3.6 The VP Quality Assurance or QA Recall Coordinator will notify the FDA when appropriate.
- 3.7 The QA Recall Coordinator will notify the RA Pedigree Supervisor of all recalls involving prescription drugs and devices. The notification must include the vendor name, vendor item numbers and lot numbers affected.

**4.0 Definitions:**

- 4.1 "Correction" means the repair, modification, adjustment, relabeling, destruction or inspection of a product without its physical removal from its point of use to some other location.
- 4.2 "FDA Mandatory Recall" is the removal of a device ordered by the FDA when the FDA finds there is a reasonable probability that the device would cause serious adverse health consequences or death.
- 4.3 "Voluntary Recall" is the removal of a drug, cosmetic or food when there is reasonable probability that the product would cause serious adverse health consequences or death.
- 4.4 "Market Withdrawal" means a correction or removal of a medical device, drug, cosmetic or food that involves a minor violation of the food and Drug Act that would not be subject to legal action by FDA or that involves no violation of the act, e.g., normal stock rotation practices.

- 4.5 “Removal” means the physical removal of a medical device, drug, cosmetic or food from its point of use to some other location for repair, modification, adjustment, relabeling, destruction or inspection.
- 4.6 “Classification Level” is the classification of the product being considered into a Class I, Class II or Class III level as determined by the relative degree of health hazard.
- 4.6.1 Class I – when there is a reasonable probability that using the product will cause serious adverse health consequences or death.
- 4.6.2 Class II – when there is a reasonable probability that using the product will cause temporary or medically reversible adverse health consequences and probability of serious adverse effects is remote.
- 4.6.3 Class III – when the product is unlikely to cause adverse health consequences.
- 4.7 “Risk to health” means:
- 4.7.1 A reasonable probability that use of or exposure to the product will cause serious adverse health consequence or death; or
- 4.7.2 That the use of or exposure to the product may cause temporary or medically reversible adverse health consequences or an outcome where the probability of serious adverse health consequences is remote.
- 4.8 “Stock recovery” means the correction or removal of a device that has not been marketed or that has not left the direct control of the manufacturer, i.e., the device is located on the premises owned or under control of the manufacturer or with a Medline employee and no portion of the lot, product number, or other relevant unit is involved in the corrective or removal action has been released for sale or use.
- 4.9 Remedial Action is any action taken to correct a product in the market or to remove a product from the market.
- 5.0 Procedure for Medline Corrections and Removals:**
- 5.1 The following actions are exempt from the FDA reporting requirements for corrections and removal:
- 5.1.1 Action that is undertaken to improve the performance or quality of a product that further reduces the likelihood of risk to health posed by the product assuming that this risk is not significant and was deemed acceptable at the time the product was launched. In the event an action is taken to remedy a violation caused by the product, the action would not be exempt from FDA reporting requirements.
- 5.1.2 Market withdrawals
- 5.1.3 Stock recoveries
- 5.1.4 Distributed product removals
- 5.2 In the case of a FDA mandatory or voluntary recall the same procedures described in this section will be followed, as well as the other actions required per CFR21 part 810.
- 5.3 When making a decision to perform a medical device, drug, cosmetic or food correction or removal on Medline branded products, Clinical, Recall Coordinator and Regulatory personnel should be consulted as well as Sales and Management. It is important to proceed in a timely manner. The decision to do a correction or removal will rest at a minimum with QA management and the Division President.

- 5.4 A stock check will be issued per SOP-00034; products within Medline's control will be placed on hold. For manufacturing divisions, floor stock and pulled stock in the manufacturing staging or production areas will be checked and cleared.
- 5.5 Sample rooms will be checked for stock.
- 5.6 A health hazard evaluation (CW-00005-F-00001) will be completed and classification will be determined. This will be completed by a team consisting at a minimum of a clinician and the Divisional QA.
- 5.7 The depth of the recall, corrective actions or removal will be determined.
- 5.8 Determine the type and content of the communications.
- 5.9 The disposition of the recalled product, component and/or pack shall be determined by the divisional QA and will be communicated to the customer.
  - 5.9.1 Recalled product that is returned will be segregated from other products and labeled with Quarantine stickers pending disposition.
- 5.10 Identify the earliest date of distribution for the product.
- 5.11 Determine how effectiveness checks will be conducted.
- 5.12 Identify Medline customers domestic and international that purchased affected product.
  - 5.12.1 Domestic Medical customers will be notified via U.S. First Class Mail.
- 5.13 Medline will submit a formal notification to the FDA within 10 working days of initiating any correction or removal of Medline product.
- 5.14 All applicable sales representatives, customer service representatives, complaint manager, sales, marketing management, divisional management, international and Executive Management are notified.
- 5.15 Reconcile product.
- 5.16 Termination – Upon completion of the correction, removal or FDA mandatory/voluntary recall for Medline product the Divisional QA will prepare a final report including a root cause analysis for the Divisional President and Corporate President of QA/RA. A recall effectiveness check will be conducted under the direction of the FDA, when applicable. All applicable regulatory issues as specified by the FDA will be completed. In the case of a FDA mandatory or voluntary recall, a request to close the order will be submitted to the FDA, and the FDA will either grant or deny the request.

## **6.0 Vendor Corrections and Removals (Distributed Products/Sub-recalls):**

- 6.1 All vendor corrections and removals will be forwarded to the QA Recall Coordinator.
- 6.2 The vendor will identify the date Medline received product affected by the recall.
- 6.3 A notification will be sent to SPT Inventory Analyst and DYN Reorder Buyer, copying SPT QA Director and DYN QA Director, to identify if this finished good is being utilized as a component within a kit/pack.
- 6.4 Branches that stocked the product will be identified. A stock check will be conducted at the branches to identify the presence of any affected stock, including component stock at manufacturing locations, manufacturing staging and production areas, and sample rooms.
- 6.5 SPT QC Only – For any affected SPT finished goods placed on hold that requires labeling, fill out form CW-00005-F-00003.



- 6.6 A report will be run listing all customers that potentially purchased the recalled product as well as the date and quantity of the purchase.
- 6.7 Letters, CW-00005-F-00004 Field Action Guidelines, are drafted by the QA Recall Coordinator to go to all customers who may have received the product in question. "Urgent" will be indicated on the envelope.
- 6.8 All applicable sales representatives, customer service representatives, the complaint manager, international and applicable divisional/sales management will be notified.
- 6.9 The disposition of a recalled component will be determined by the vendor recalling the product.
- 6.10 The QA Recall Coordinator will reconcile confirmation from the customer.
- 6.10.1 Unacceptable response may require additional customer notification.
- 6.11 All costs associated with the recall will be calculated and reported to division who will then be responsible for creating a debit memo. A copy of that debit memo will be placed in the recall file.
- 6.12 Upon closure of the recall, it will be filed with the QA Recall Coordinator.
- 7.0 Market Withdrawal and Stock Recovery:**
- 7.1 These will be handled on an individual basis under the direction of the Corporate President of QA/RA or VP Quality Assurance.
- 8.0 Decision for Medline Safety Alert:**
- 8.1 When making the decision to send out a safety alert, QA and the Division will be consulted.
- 8.2 The Corporate President of QA/RA or designee will approve the correspondence.
- 8.3 The Division President and VP Quality Assurance will determine the most effective and efficient method of notifying the customers with input from Sales (including International Sales), Marketing and Corporate President of QA/RA.
- 8.4 All applicable sales representatives, customer service representatives, complaint manager, sales and applicable divisional management and Executive Management are notified.

**AMENDMENT NO. 1 TO MMCAP INFUSE CONTRACT NO. MMS2000161**

THIS AMENDMENT NO. 1 ("**Amendment**") to MMS2000161 ("**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 Medline Industries, Inc., with an address of Three Lakes Drive, Northfield, Illinois 60093 ("**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:** April ~~October~~ 15, 2021.

**Revision 2:** Pandemic Product Categories in *Attachment A* of the Agreement will be revised as follows:

- 1. Facemasks
- 2. PPE – Isolation gowns and coveralls
- 3. Surgical drapes and gowns
- 4. Standard and custom packs
- ~~5. Hand sanitizer~~
- 6. Exam gloves


**VENDOR: Medline Industries, 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 Powers  
Signature:   
Title: VP of Gov't Sales  
Date: 2/9/2021


**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: DocuSigned by: James Babbitt  
Signature:   
Date: DDE5B1490A484FC... 2/12/2021

**COMMISSIONER OF ADMINISTRATION**

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

Name: Wendy Savakes  
Signature:   
Date: BD2D730DDC2A46E... 2/19/2021

**AMENDMENT NO. 2 TO MMCAP INFUSE CONTRACT NO. MMS2000161**

THIS AMENDMENT NO. 2 ("**Amendment**") to MMS2000161 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 MMCAP Infuse ("**MMCAP Infuse**") and Medline Industries, Inc., a corporation with an address of Three Lakes Drive, Northfield, Illinois 60093 ("**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:** ~~October 15, 2021.~~ February 28, 2022.

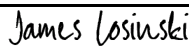
**VENDOR: MEDLINE INDUSTRIES, INC.**

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 Powers  
Signature:   
Title: VP of Government Sales  
Date: 9/2/2021

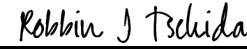
**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: James Losinski  
Signature:   
Date: 9/2/2021

**COMMISSIONER OF ADMINISTRATION**

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

Name: Robbin J Tschida  
Signature:   
Date: 9/7/2021

**AMENDMENT NO. 3 TO MMCAP INFUSE CONTRACT NO. MMS2000161**

THIS AMENDMENT NO. 3 ("**Amendment**") to MMS2000161 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 Medline Industries, LP., a Partnership with an address of Three Lakes Drive, Northfield, Illinois 60093 ("**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:** ~~February 28, 2022.~~ June 30, 2022.

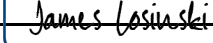
**VENDOR: MEDLINE INDUSTRIES, LP.**

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 Powers  
Signature:  **SIGN HERE**  
Title: VP of Government Sales  
Date: 2/4/2022

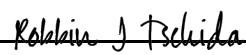
**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: James Losinski  
Signature:   
Date: 0CAAB984AFAD40F... 2/7/2022

**COMMISSIONER OF ADMINISTRATION**

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

Name: Robbin J Tschida  
Signature:   
Date: C081B5019F8B4F8... 2/7/2022