

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 24071100000000000010	
COMMODITY/SERVICE DESCRIPTION: Various Pharmaceuticals	
START DATE: 4/1/2025	END DATE: 7/31/2027

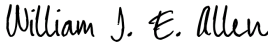
This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Cardinal Health 110, LLC		
ADDRESS: 7000 Cardinal Place		
CITY: Dublin	STATE: OH	ZIP CODE: 43017
PROVIDER'S VENDOR CUSTOMER #: VC1000012280		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Signed by:

 2D5B0E39F57E44A...
 Bill Allen, Senior Procurement Manager
 Date 6/16/2026

Signed by:

 E7B48D02FB0942C...
 Wendy Sease, Sr Director, State Government & LTC
 Date 6/16/2026

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Michael McNeil	
EMAIL: michael.mcneil@maine.gov	TELEPHONE: 207-956-2351

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Erin Hollenbacher	
EMAIL: erin.hollenbacher@cardinalhealth.com	TELEPHONE: 614-652-1833

Any changes to the individuals identified above may be changed at any time through written notice by either party.

Master Agreement (MA) procurement method: PA (MMCAP Infuse Agreement: MMS2401062)

Member-Requested Participation Addendum (MPA)

This Addendum ("**MPA**") is entered into by State of Maine ("**Member**") and Cardinal Health 110, LLC, and Cardinal Health 112, LLC, limited liability companies with a principal address of 7000 Cardinal Place, Dublin, OH 43017 ("**Vendor**") and MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**"), regarding MMS2401062 ("**Agreement**").

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

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

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.
- B. **Facilities**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA, as identified on Exhibit B.

II. EFFECTIVE DATE AND TERM

- A. **Effective Date**: This MPA is effective on April 1, 2025, or the date all signatures have been obtained, whichever is later.
- B. **Termination**: This MPA terminates upon:
 - 1. Ninety (90) calendar days' written notice to the other parties; or
 - 2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
 - 3. Written agreement executed by all parties.

III. SCOPE

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

IV. GENERAL PROVISIONS

- A. **Assignment**: Except as affirmed in this MPA, the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.
- B. **Counterparts and Electronic Signature**: The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP 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 MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions

required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.

- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.
- D. **Jurisdiction and Venue:** This MPA, except for the contents of Exhibit B, will be governed by the laws of Minnesota. Venue for all legal proceedings involving MMCAP Infuse arising out of this MPA, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All disputes between Member and Vendor will be governed as agreed upon in the Agreement.

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

BY AND BETWEEN:

FOR THE MEMBER:

STATE OF MAINE

Signature:

Printed:

Title:

Date:

DocuSigned by:

Michelle Fournier

066BBD96EE5347F...

Michelle Fournier

Procurement Planning Manager

3/13/2025

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

Signature:

Printed:

Title:

Date:

Signed by:

Wendy Sease

ADBE385E9C5C499...

Wendy Sease

Sr Director State Government & LTC

3/13/2025

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse

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

Signature: *Robbin J. Tschida*

C081B5019F8B4F8...

Printed: Robbin J Tschida

Date: 3/13/2025

Minnesota Commissioner of Administration

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

Signature: *Renata Vaschevici*

69ABFC827DA744F...

Printed: Renata Vaschevici

Date: 3/14/2025

EXHIBIT A

Agreement and other Applicable Legal Documents

1. Agreement MMS2401062

EXHIBIT B**Language Modification of the Agreement**

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

Additional Terms:

1. DEFINITIONS: The following additional definitions are applicable to the additional terms in this Exhibit B:

- a. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
- b. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
- c. The term "Office" or "OSPS" shall refer to the Office of State of Procurement Services.

2. TAXES: Vendor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. This does not exempt the Member from paying any mandated health care federal taxes. Vendor agrees to accept and use tax exemption certificates when supplied by the OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Vendor, Vendor agrees to notify the OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the OSPS.

3. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified in the Agreement. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Office of State Procurement Services, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the OSPS for the cost of complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the OSPS. If there is an inspection and return process in the Agreement, that will supersede this Paragraph, regardless of Order of Precedence.

5. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Agreement number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Office of State Procurement Services.

6. INTERPRETATION: This MPA shall be governed by the laws of the State of Maine as to interpretation and performance between Member and Vendor.

7. SOLICITATION: The Vendor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this MPA, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this MPA. For breach or violation of this warranty, the OSPS shall have the absolute right to annul this MPA or, in its discretion, to deduct from the MPA price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

8. WAIVER: The failure of the OSPS to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment

of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Vendor with respect to such future performance shall continue in full force and effect.

9. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in the State of Maine must provide, upon request from the facility, a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

10. COMPETITION: By accepting this MPA, Vendor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the OSPS of Purchases.

11. INTEGRATION: In respect to the relationship between the Member, and Vendor, all terms of this MPA are to be interpreted in such a way as to be consistent at all times with this document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Agreement.

12. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this MPA and the Agreement in respect to the relationship between Member and Vendor, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. This MPA
- c. Scope of Work - If applicable
- d. Agreement - as referenced in Exhibit A

13. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: The Vendor certifies to the best of Vendor's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this MPA:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not sell any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this MPA, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.



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

Cardinal Health110 and Cardinal Health 112 LLC

MMS2401062

Prepared on June 26, 2024,

Definitions

1. **Administrative Fee:** Means three percent (3%) on Vendor Generics; forty basis points (0.40%) on all other purchases of Contracted Items, except for 340B, PHS, ADAP or Prime Vendor DSH sales purchases, which will be exempt (0%). The application of this can be found in *Paragraph 10.2*.
2. **Affiliate:** Means an affiliated business that shares the same ultimate corporate parent and may also distribute Products and/or provide other services to Members.
3. **Authorized Subcontractors:** may be inclusive of, but not limited to, couriers or other service providers that may interact with the Members to provide Products and/or Services. This list of Authorized Subcontractors is subject to change. The list will be provided upon request to MMCAP Infuse with updates pursuant to *Paragraph 8.8*.
4. **Auxiliary Status:** Means Vendor is an additional supplier to a Member in addition to the State's Prime Vendor.
5. **Bid Roll:** Means the catalog refresh with new MMCAP Infuse Contract Products and Contract Pricing for multisource products which is enacted annually on July 1 unless otherwise communicated by MMCAP Infuse (**Bid Roll Effective Date**).
6. **Brand:** Means a product with a single manufacturer, regardless if due to the market or intellectual property exclusivity or is sold under a specific name or trademark.
7. **Bulky Product:** includes food and food products, home healthcare products (durable medical equipment, such as walking aids, bathroom safety products, wheelchairs and accessories, scooters and lift chairs, etc.), non-contract nutritionals, school and office supplies, non-contract large volume parenterals over one (1) liter, and non-contract IV fluids over one (1) liter.
8. **Catalog File:** Means the file maintained by the Vendor containing all the MMCAP Infuse Contract Products and related Contract Pricing.
9. **Contract File:** Means the file maintained by MMCAP Infuse containing all the MMCAP Infuse Contract Products and related Contract Pricing.
10. **Contract(ed) Items:**
 - A. **Products:** Means all products, whether prescription or non-prescription, offered by the Vendor in this Agreement.
 - i. **Alternate Contract Products:** Products purchased under an agreement negotiated by another group or Member besides MMCAP Infuse.
 1. **340B:** Means sales of product pursuant to section 340B of the Public Health Service Act.
 2. **Vendor's Generic Source Program Products (Source Program):** Means a contract portfolio managed by the Vendor inclusive of Generic and over the counter (**OTC**) products for which the Vendor negotiates their own pricing.
 3. **Member-negotiated Products:** Means Products sold under a Member Alternate Contracts.
 - ii. **MMCAP Infuse Contract Products:** Means the product categories and/or products offered by the MMCAP Infuse Manufacturers for indirect distribution through the Vendor.
 - iii. **Vendor Generic:** Means any Generic where the Vendor is the supplier and has a unique labeler code to the Vendor.
 - B. **Specialty Products:** Products which may be used to treat rare conditions, have complex storage and handling requirements, limited distribution, or additional prescribing/dispensing requirements. These Products are distributed through a separate distribution channel (**Specialty Distribution or SPD**) which is an Affiliate of the Vendor.
 - C. **Services:** Means all services offered by Vendor or its Authorized Subcontractors identified on **Attachment B**.
11. **Controlled Substance Monitoring Program (CSMP):** System designed to detect and prevent controlled substance diversion.
12. **Days:** (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
13. **DEA:** The federal Drug Enforcement Administration
14. **Discount(s):**
 - A. **Cost of Goods (COG) Discount:** Means discounts that are provided to the Member by the Vendor as set forth in **Attachment A-1**. All Contracted Item purchases will be included in the COG Discount calculation for the applicable jurisdiction as detailed in **A-1**.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- B. **Auxiliary Discount:** Means a set percentage reduction (-X%) from the overall purchase price for Products purchased through Vendor in an Auxiliary Status transaction.
15. **Discontinuation:** Means the Vendor has removed or inactivated a Product in the Ordering System making it unable to be viewed or searched for and/or an order to be placed for the Product.
 - A. **Manufacturer Discontinuation/Discontinued:** The discontinuation is based upon written documentation from the manufacturer/supplier that they intend to remove the product from the general marketplace long term and/or make the product obsolete in the pharmacy compendia.
 - B. **Vendor Discontinuation/Discontinued:** The discontinuation will only impact Product availability in the Ordering System in making product not able to be purchased and not searchable, including discontinuation at the distribution center (DC) level.
16. **FDA:** Federal Drug Administration
17. **Generic:** Means a product that has received FDA approval through an Abbreviated New Drug Application and may have multiple manufacturers.
18. **Government Unit:** Any entity as defined by Minnesota Statute 471.59.
19. **Holidays:** No Day shall be considered a holiday unless it is listed here: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.
20. **Manufacturer Backorder (MBO):** Means a Product is unavailable through the Vendor and other distributors for an extended period of time (greater than fourteen (14) days) and the manufacturer has notified Vendor of supply disruptions.
21. **Mark-Up:** Means the agreed upon percentage or fees to be added to Products
22. **Member:** Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
23. **Member Alternate Contracts:** Means an agreement for a specific Member, in which that a Member has either (A) negotiated with directly with a manufacturer/supplier; or (B) negotiated a separate agreement with the Vendor for a specific purpose; or (C) accessing pricing through another GPO.
24. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
25. **MMCAP Infuse Manufacturer:** Means manufacturers and suppliers who have a separate arrangement with MMCAP Infuse for specific Products at arranged Pricing.
26. **Non-Contract Products:** Means Products sold to the Membership through this Agreement that are not Alternate Contract Products, Vendor Generics, Specialty Products, or MMCAP Infuse Contract Products.
27. **Onboarding Date:** Means the Vendor must allow new Members to access the Agreement within the timeframes on **Attachment E**, provided the Onboarding Forms are complete.
28. **Onboarding Forms:** Means all forms the Member is required to complete before purchasing from the Vendor.
29. **Order System or Ordering System:** Means the document or electronic platform Member utilizes to search for and obtain Contracted Items.
30. **Price/Pricing:** Means the price that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership under this Agreement and any subsequent amendment to this Agreement.
 - A. **Contract Price/Pricing:** Means the Price for a MMCAP Infuse Contract Product.
31. **Prime Vendor:** Means Vendor is the primary pharmaceutical distributor selected by a State to provide drugs and other pharmaceuticals to Members in that State.
32. **Purchase Order:** Means any document formalizing the selection of and scope of Services selected by a Member. Additionally, this means any form submitted by the Vendor for a Special Order.
33. **Senior Healthcare Consultant (SHC):** Means an individual representing an MMCAP Infuse geographical region who meets with Members and is responsible for account management, contract utilization, and value optimization.
34. **Special Order:** Means a one-time order that will exceeds the Ordering System limitations, or the order requires additional handling or attention by Vendor based on specific request of the Member, and the order must be made through an account representative or customer service.
35. **State:** Means one of the recognized fifty (50) states of the United States of America.
36. **Stockpiling Order:** A Member-specific order for a large quantity at a price which has been negotiated through MMCAP Infuse, typically with extended dating or specific lot numbers and should be kept separate from other inventory. Specifically, these are non-typical orders that exceed five hundred percent (500.00%) of the Member's previous monthly usage or would be ordinarily considered stockpiling medications as evidenced in other Stockpiling Orders vendor has historically facilitated with a Member and MMCAP Infuse.
37. **Unit or Package:** Means the saleable unit according to the manufacturer or supplier of the product, typically one bottle, tube, case, etc.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

38. **Weighted Average Payment Days (WAPD):** Means a weighted calculation used by the Vendor to determine a Member's actual payment terms in order to apply the COG Discount matrix as detailed in *Attachment A-1*.
Weight calculation (invoice total * days old when paid = weight)
WAPD calculation (total invoices dollar amount / total weight = WAPD)

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT FOR MMCAP INFUSE NO. MMS23MMS2401062

THIS Agreement ("**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 Cardinal Health 110, LLC and Cardinal Health 112, LLC, a limited liability company with an address of 7000 Cardinal Place, Dublin, OH 43017 ("**Vendor**").

Agreement Term:

1. **Effective Date:** August 01, 2024, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date:** July 31, 2026. Two Year initial term with three one-year extensions.
3. The Agreement 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:** Discounts and Adjustments
 - **A-1:** COG Matrices
 - **A-2:** Further Discounts
- 3) **Attachment B:** Services
- 4) **Attachment C:** Prime Vendor and Auxiliary Status Program
 - **C-1:** [Reserved] Auxiliary Status Program Terms
 - **C-2:** Prime Vendor Member Listing
- 5) **Attachment D:** Specialty Pharmacy
- 6) **Attachment E:** Onboarding
- 7) **Attachment F:** Reporting Requirements
- 8) **Attachment G:** Minnesota Statutory Procurement Language
- 9) **Attachment H:** Return Policy
- 10) **Attachment I:** Recall Policy
- 11) **Attachment J:** Controlled Substance Compliance Agreement

ARTICLE I**PRODUCTS AND PRICING**

- 1.1 **MMCAP Infuse Products.** MMCAP Infuse and/or MMCAP Infuse Manufacturer will provide a Contract File to the Vendor. The Vendor will have thirty (30) days to obtain the inventory of Products specified in the Contract File before Paragraphs 5.1 and 6.7 are applied. The Vendor will be required to stock MMCAP Infuse Products to meet MMCAP Infuse Member demand (Subparagraph A below) unless there are fewer than three (3) Units sold per month among all Members serviced by a specific DC or if the demand of Members serviced by that DC does not meet the minimum order requirements a MMCAP Infuse Manufacturer has in place with the Vendor to bring Product in for usage among all distribution centers. Vendor is required to make all MMCAP Infuse Products searchable within the Ordering System within seven (7) days of appearance on the Contract File. If the Vendor is not able to load in the Ordering System any MMCAP Infuse Products and/or Manufacturer, the Vendor will provide written notification to MMCAP Infuse. Vendor will not refuse to stock Products from MMCAP Infuse Contracted Manufacturers solely based on the MMCAP Infuse Contracted Manufacturer's willingness to provide Product through Vendor's Source Program. If Vendor does not receive proper documentation from the manufacturer to load Products in the Ordering System, Vendor will work collaboratively with MMCAP Infuse.
 - A. Utilization Projections. Inventory utilization and stocking for each DC will be based on the Membership's purchase history of the previous ninety (90) days taking into account Product seasonality shifts that involve a cyclical reoccurring spike in volume of purchases due to Product demand (such as, but not limited to: vaccines, influenza treatment, allergy, cough and cold remedies) (**Seasonality Shifts**); Vendor will be required to account for Seasonality Shifts by using the previous three (3) years of purchase history by the Membership. If any stocked Product has not been ordered after ninety (90) days, utilization history may be reduced, aside from Products that fall under Seasonality Shifts. Upon request, the Vendor will provide an inventory forecasting report of all Products to MMCAP Infuse.
 - B. Authorized Distributor: The Vendor will not classify any Product as an MMCAP Infuse Contract Product unless MMCAP Infuse has disclosed it on the Contract File in addition to the Vendor being listed as a "Authorized Distributor" in the arrangement between MMCAP Infuse and the MMCAP Infuse Manufacturer.
 - C. Chargeback Arrangements with MMCAP Infuse Manufacturers: Upon written notice from MMCAP Infuse, the Vendor will have ninety (90) days to establish a chargeback arrangement with all MMCAP Infuse

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

Manufacturers. Provided the omission is approved by MMCAP Infuse as stated in the relevant Paragraph, Vendor will immediately negotiate a contract with the MMCAP Infuse Manufacturers if the Vendor does not have a chargeback relationship in place. If Vendor is unsuccessful or an established chargeback arrangement ceases to exist, they must notify MMCAP Infuse in writing or Failure to Supply (FTS) claims (*Paragraph 5.1*).

- D. Changes: MMCAP Infuse can modify the MMCAP Infuse Products at any time during the Agreement Term. Upon written notice of change by MMCAP Infuse and supplier documentation, the Vendor will have five (5) days to adjust their catalog and Ordering System. MMCAP Infuse reserves the right to add or remove an MMCAP Infuse Manufacturer from the Contract File at any time during the Agreement Term, but for an addition, MMCAP Infuse will provide a minimum of forty-five (45) days' notice to Vendor to determine if a chargeback relationship is in place. Vendor will have ten (10) days from MMCAP Infuse's notice to confirm or deny a chargeback relationship exists.
- E. Relationship Discontinuation. The Vendor must provide written notice within twenty-four (24) hours of manufacturer notification to MMCAP Infuse if: (i) a relationship is terminating between the Vendor and MMCAP Infuse Manufacturer or (ii) an issue arises between the Vendor and MMCAP Infuse Manufacturer that could affect the Vendor's ability to stock or sell MMCAP Infuse Contract Products. If Vendor does not provide adequate notice to MMCAP Infuse, FTS and will apply in addition to *Paragraph 6.7*.
- F. Products Discontinuation. For prescription Products that are discontinued by the Manufacturer or the Vendor, Vendor will provide a clinically appropriate alternative of comparable packaging and formulation if one is available in the market. By the tenth (10th) day of the month, the Vendor will provide a report (requirements on **Attachment F, Table 2**) to MMCAP Infuse covering all discontinued Products; an excel spreadsheet must be delivered to mmcap_infuse.contracts@state.mn.us.
- G. MMCAP Infuse Manufacture Eligibility Requirements and Reduced Contract Pricing Opportunities: If an MMCAP Infuse Manufacturer requires a form to be signed by a Member for eligibility or reduced Contract Pricing opportunities based on the MMCAP Infuse Manufacturer guidelines, the Vendor will wait for authorization and direction from the MMCAP Infuse Manufacturer before providing the applicable reduced Contract Pricing to the Member. If there are any questions as to a Member's eligibility, the Vendor will inform the Member, MMCAP Infuse, and the MMCAP Infuse Manufacturer within seventy-two hours (72) from supplier notification of the of an issue arising. Vendor is required to work with MMCAP Infuse and the MMCAP Infuse Manufacturer to resolve the issue and resubmit chargebacks according to the MMCAP Infuse Manufacturer's eligibility date.
 - i. MMCAP Infuse Reduced Contract Pricing: Vendor will ensure only eligible Members see MMCAP Infuse reduced Contract Pricing in the Ordering System, regardless of if there is a required form or not for the Member to receiving the reduced Contract Pricing. It is the responsibility of the Vendor to bill Members at the correct Price point.
- H. Notice. If a Vendor receives a notice of a change from a MMCAP Infuse Manufacturer but did not receive the same notice from MMCAP Infuse or isn't identified on the Contract File, the Vendor will forward the information to MMCAP Infuse through a weekly audit report.
- I. Chargeback Denials: Within five (5) days of an occurrence, the Vendor will provide notice to MMCAP Infuse at mmcap_infuse.contracts@state.mn.us of a chargeback denial from an MMCAP Infuse Manufacturer. Notice must also be provided if the Vendor plans to block future chargebacks from being submitted for that Member or if the Vendor will remove the Member's ability to view Contract Pricing on the Ordering System. Vendor will work with MMCAP Infuse to determine appropriate class of trade designation for the Member under the manufacturer definition to ensure appropriate contract attachment. Upon the guidance and request from MMCAP Infuse, the Vendor agrees to resubmit chargebacks.
- J. Auditing. Vendor will perform weekly Contract Pricing audits, matching the Contract File provided by MMCAP Infuse against the products and pricing provided by MMCAP Infuse Manufacturers. If Vendor discovers any discrepancies, the Vendor will immediately notify the MMCAP Infuse Manufacturer and MMCAP Infuse of the discrepancy in order to reach resolution. Upon resolution, Vendor will correct the errors and will create a sales history report for all Members upon request. Vendor will submit credit(s)/rebill(s) for each impacted Member within ten (10) business days.
 - i. Disagreements. The Vendor agrees to process credits/rebills at no charge to correct Pricing.
- K. Change Report. This is required for every Product added to, changed, or deleted from the MMCAP Infuse program at the Vendor. On the first day of each week, the Vendor will provide a "change report" to MMCAP Infuse, detailing which Products have been added, removed, or a change in Price. It must be in an excel format and sent to mmcap_infuse.contracts@state.mn.us. The required fields are in **Attachment F, Table 3**.
- L. Catalog File Report: Vendor will provide an accurate weekly Catalog File to MMCAP Infuse before the first day of the work week to mmcap_infuse@state.mn.us. This is required for every Product attached to the MMCAP Infuse Catalog File at the Vendor and must include the Vendor's item number to easily identify Products that are not set up in Vendor's Ordering System on the first day of each week. This report will be used to audit against the Contract File. The required fields are on **Attachment F, Table 4**.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- 1.2 **Bid Roll.** The Vendor is required to work with MMCAP Infuse and adhere to its requirements during the Bid Roll intervals.
- A. Meetings. The Vendor is required to hold at least weekly meetings with MMCAP Infuse upon receipt of the Bid Roll Contract File. The initial Bid Roll Contract File will be provided to Vendor at least thirty (30) days in advance of the Bid Roll effective date. Once the Bid Roll Effective Date has occurred, the meetings will continue for at least four (4) weeks or until MMCAP Infuse and Vendor mutually agree they can be discontinued.
 - B. From-To Report and Shift Demands. Weekly, MMCAP Infuse will provide a "From-To" Report (requirements on **Attachment F, Table 5**) to the Vendor, showing which Products will be included in the upcoming Bid Roll cycle compared to the Contract File in the current Bid Roll cycle, organized by GCN sequence number and Package size. By the Bid Roll Effective Date, Vendor must have all new MMCAP Infuse Contract Products and Contract Pricing viewable for all Members in the Vendor's Ordering System. Vendor will take into account Package size and unique product characteristics to ensure adequate stocking of all MMCAP Infuse Contract Products on the Bid Roll Effective Date for Seasonality Shifts or shift demands (Paragraph 5.4).
 - C. End Dating. As directed by MMCAP Infuse or upon the effective date of a new Bid Roll, Vendor will provide a report of Products for which Vendor did not receive supplier documentation to support including an item on Vendor's Contract File. Vendor agrees to work collaboratively with MMCAP Infuse toward resolution.
 - D. Auditing. Through a complete audit process of the MMCAP Infuse Bid Roll Contract File against the Vendor's Bid Roll Catalog File, the Vendor will be required to establish and update a confirmation log (requirements on **Attachment F, Table 6**) that is provided to MMCAP Infuse on a weekly basis. The Vendor must compare the Bid Roll Contract File with its Bid Roll Catalog File to create this log; it must highlight the following scenarios for Products during the Bid Roll process:
 - i. Which MMCAP Infuse Manufacturers have reported Products to Vendor and how many Products were reported, including:
 - a. Price;
 - b. Product effective date;
 - ii. Manufacturer Discontinued Products;
 - iii. Vendor Discontinued Products that Vendor may need to reload;
 - iv. MMCAP Infuse Manufacturer allocated or currently backordered Products in their Ordering System;
 - v. Products not currently loaded in the Ordering System;
 - vi. MMCAP Infuse Manufacturers for which Vendor does not have a chargeback relationship; and
 - vii. Discrepancies identified between the MMCAP Infuse Bid Roll Contract File and Vendor's Bid Roll Catalog File, including:
 - a. Items reported by a MMCAP Infuse Manufacturer to be MMCAP Infuse Contract Products but not reported by MMCAP Infuse;
 - b. Items reported by MMCAP Infuse to be MMCAP Infuse Contract Products but not reported by a MMCAP Infuse Manufacturer;
 - c. Price differences.
 - E. Manufacturer Communication. Vendor will monitor electronic data interchange (**EDI**) transaction and email communication daily for MMCAP Infuse Manufacturer product and pricing notifications. Manufacturer reporting must be reflected in Vendor's Bid Roll Catalog File within forty-eight (48) hours of receipt. Vendor will update Vendor's Bid Roll confirmation log (outlined above in Subparagraph D) for auditing purposes prior to the next Bid Roll meeting with MMCAP Infuse.
- 1.3 **Loading into Ordering System.** Vendor will be responsible for loading and making visible to all Members in Vendor's Ordering System the MMCAP Infuse Contract Products and Contract Pricing sent to them by a MMCAP Infuse Manufacturer or MMCAP Infuse itself by: (A) the Bid Roll Effective Date, or if outside Bid Roll, (B) the earlier of either the effective date Contract Pricing (as established by mutual agreement between MMCAP Infuse and MMCAP Infuse Manufacturer) or within three (3) days from Vendor's receipt.
- A. When Members try to place an order for a Product on backorder, the Member shall have the opportunity to place Products on the Member's backorder list to automatically ship when Product is available. Vendor will educate and train Members on how to utilize backorder management settings in Vendor's Ordering System.
 - B. If the Vendor decides to offer a different Package size than what MMCAP Infuse negotiated with the MMCAP Infuse Manufacturer, the Contract Price must match the Contract Pricing on a "per-item" basis and Vendor must notify MMCAP Infuse. Unit sales will be attributed to MMCAP Infuse for Administrative Fee and reporting purposes. Vendor will not be permitted to sell Product in smaller Units than permitted by the MMCAP Infuse Manufacturer.
 - i. If NDCs are not applicable to a Product (e.g., over-the-counter items), Vendor must load and make searchable in the Vendor's Ordering System the Manufacturer Product number and UPC if provided. MMCAP Infuse will provide the Manufacturer Product number whenever possible on the weekly Contract File. For devices in which an NDC does not apply, the National Reimbursement Code (**NRC**) shall have the same meaning applied for purposes of this Agreement when used on manufacturer packaging.

- C. MMCAP Infuse Manufacturer Verification (if applicable). If a MMCAP Infuse Manufacturer requires verification or provides data that is inconsistent with MMCAP Infuse, the Vendor will notify MMCAP Infuse in writing within seventy-two (72) hours. If additional information is required from the MMCAP Infuse Manufacturer to set up the Product in Vendor's Ordering System, Vendor will make a minimum of three (3) requests to the MMCAP Infuse Manufacturer. The first request should be within three (3) days of MMCAP Infuse Manufacturer notice to Vendor. The second request should be no less than five (5) days after the first request. The third request should be no less than ten (10) days after the second request. Vendor must notify MMCAP Infuse that each of these requests was required to receive complete information from the MMCAP Infuse Manufacturer.

- 1.4 **Non-Contract:** When MMCAP Infuse does not have an established relationship with a supplier stocked by the Vendor, the Vendor will still provide Members access to those Non-Contract Products. Those purchases will be considered part of this Agreement and reportable in the main sales report (**Attachment F, Table 1**), but as an additional monthly report provided on the tenth (10th) day of each month (requirements on **Attachment F, Table 7**), with an Administrative Fee paid to MMCAP Infuse as agreed upon by the parties. Members will receive the applicable COG Discount on the purchases. All other terms of this Agreement will apply. All purchases will be included in the COG Discount calculations for the applicable State or jurisdiction and an Administrative Fee, as agreed upon by the parties, will be paid to MMCAP Infuse.
- 1.5 **Specialty Products.** Vendor will provide Members access to any Specialty Products for which the Vendor (or an Affiliate of the Vendor) has been designated as an authorized distributor by a manufacturer. All Specialty Products purchased through Specialty Distribution will receive the Discount as outlined in **Attachment A-2** rather than a COG Discount, however all sales will be reported to MMCAP Infuse as outlined on **Attachment F, Table 1**. The Ordering System will clearly designate applicable Products as Specialty Products and if drop-shipment delivery applies. If a Specialty Product is available through both traditional distribution and Specialty Distribution, each item must have a unique ordering number to distinguish between the Product and Specialty Product. Specialty Product purchases will be included in the COG Discount calculations for the applicable State or jurisdiction and an Administrative Fee will be paid to MMCAP Infuse. Further details, parameters, and exceptions of Specialty Products and Specialty Distribution can be found on **Attachment D**.
- 1.6 **Alternate Contracts.** Upon request of the Member and written approval of MMCAP Infuse, the Vendor will load any Member's Alternate Contracts. However, the Vendor must not encourage or directly solicit the Member to utilize a Member Alternate Contract over this majority of the terms of this Agreement. For all Member Alternate Contracts that are loaded at the Vendor through this Agreement, all applicable Discounts will still apply to the Member's purchases and the Vendor will pay the Administrative Fee to MMCAP Infuse for those purchases. All purchases, including 340B, will be included in the COG Discount calculations for the applicable State or jurisdiction and the overall volume COG Discount for MMCAP Infuse. All Member Alternative Contract sales that reference the MMCAP Infuse Agreement must have account-level spend totals broken down by the Member included in monthly sales reports to be accounted for in State sales volume totals and the quarterly Cost of Goods Report (**Attachment F, Table 1**). This data will not provide line-item information.
- A. If the Vendor incorrectly attaches a Member account to a Member Alternate Contract for which the Vendor did not receive supplier documentation, Vendor must honor the lower Price for invoices past ninety (90) days, through a credit to the Member if a credit and rebill is processed. If a credit and rebill is not submitted for invoices past ninety (90) days, then the customer would receive the lower Contract Price. If the error is discovered past the allowable timeframe for a credit/bill to occur, the Vendor must honor the Contract Price through a credit to the Member, if a credit and rebill was processed. If the Product was contracted through the Source Program at a lower Price than the Contract Price on the order date, the Vendor will honor the Source Program Price in effect on that date.
- 1.7 **340B Drug Pricing Program (340B).** During the Term of the Agreement, the Vendor must be authorized to participate and distribute for the 340B program. If the Vendor's status changes, it must immediately notify MMCAP Infuse. For any Member that decides to participate in 340B under this Agreement, the Vendor will create a purchasing account separate from the main MMCAP Infuse account. All COG Discounts will be applied to 340B purchases. All 340B purchases will be included in the total COG Discount calculations for the State or jurisdiction.
- 1.8 **Vendor Generic Source Program.** The Vendor may offer a Source Program Product to a Member, provided the Pricing is lower than the Contract Price. However, any promotion of Source Products must be done in cross-promotion/reference with MMCAP Infuse Contract Products. All sales under the Source Program will be attached to this Agreement and reported as such to MMCAP Infuse. All Source Program Products must be clearly identified as such in Vendor's Ordering System.
- A. The Vendor may not offer the Source Program when:
- The applicable State has opted out of the Source Program
- B. Products will be limited to Vendor Generics, vitamins, and over-the-counter products.
- C. If a Source Program Product is listed as an alternative in Vendor's Ordering System to a non-Source Program Product, the reverse must link and show as an alternative, as well.
- D. Each Member account will be set up with default Contract-priority rankings that allow the MMCAP Infuse Member to access the lowest cost Contract Product when an NDC is ordered.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- E. Each account will be set up with default Contract-priority rankings that allow the MMCAP Infuse Member to access the lowest cost MMCAP Infuse Contract Product when an NDC is ordered. If an NDC is on both Source and MMCAP Infuse Contract at the same price, system settings will default to show the MMCAP Infuse Contract Price.
- F. The Vendor is strictly prohibited from using data regarding MMCAP Infuse Manufactures and Contract Products to price its Source Program or for any other purpose beyond managing the Contract Price. Vendor will ensure a firewall is in place to prevent the Contract Price from being visible to any Vendor employee responsible for negotiating or setting pricing in the Source Program or any employee not responsible for managing this Agreement.
- G. Members will receive the COG Discount on all Source Program purchases.
- H. On a monthly basis, the Vendor will provide MMCAP Infuse a complete list of Products and the associated Pricing of Source Program being sold to the Membership; the report requirements are found on **Attachment F, Table 9**.

1.9 **Prohibitions.** Unless otherwise stated under this Agreement or if MMCAP Infuse provides written approval by an amendment to this Agreement, the Vendor will be prohibited from soliciting or advertising on Vendor's Ordering System for the following Product categories to the Membership (**Prohibited Products**). Vendor will limit any marketing directly to Members, including through Vendor's Ordering System to Products and/or Services under this Agreement.

The following categories are prohibited under this Agreement:

- A. All influenza vaccines: MMCAP Infuse has awarded separate agreements through a different request for proposal. Vendor must not require Members to prebook and/or order MMCAP Infuse Contract Product through Vendor's influenza prebooking system. Vendor must make clear to Members that influenza vaccines are a Non-Contract Product Purchases for purposes of this Agreement.
- B. Medical Supplies: MMCAP Infuse has awarded separate agreements through a different request for proposal.

1.10 **Product Preference.** The Vendor agrees to prioritize and stock MMCAP Infuse Manufacturers and their Products. Unless there is an unavailability of a Product, the Vendor will not encourage the purchases of Non-Contract Products or Source Program Products over MMCAP Infuse Products. As a default setting for the Members, the Vendor will promote and prioritize MMCAP Infuse Products in the Ordering System; any change to the default setting must make it clear to the Member what the setting will do. If both Vendor and MMCAP Infuse have the same MMCAP Infuse Contract Product and Contract Pricing is the same, Vendor will prioritize the MMCAP Infuse Contract Product in Vendor's Ordering System. The Vendor will not disadvantage the MMCAP Infuse Product as it relates to stocking and must make both items visible in Ordering System.

- A. Reporting: On a quarterly basis or as requested by MMCAP Infuse, the Vendor will provide contract compliance reports to MMCAP Infuse, monitoring purchases of Non-Contract Products (**Attachment F, Table 7**) and Vendor Generics (**Attachment F, Table 8**) compared to their MMCAP Infuse Products equivalents (Contract File). Additionally, on a monthly basis, the Vendor will provide MMCAP Infuse a report showing all Non-Contract Products and Alternate Contract Products purchases made by Members when it could have been a cost saving to acquire a MMCAP Infuse Contract Product (**Attachment F, Table 9**).
- B. Compliance: Vendor will report compliance to MMCAP Infuse broken down by state by month with 340B both included and excluded in the calculation. The compliance formula is below:
 - i. Agreement Compliance: $\text{MMCAP Infuse Contract Product} + \text{Alternate Contract Product Sales (excluding Source Program sales)} \div \text{total sales for the time period} = \text{Compliance Ratio}$.

MMCAP Infuse Contract Product Sales + Alternate Contract Product Sales

Total Sales

- ii. **Total Sales** consists of:
 - a. Contract Product Sales
 - b. Non-Contract Product Sales

1.11 **Product Dating.** All Products supplied to Members must have at least a six (6) month shelf-life from the date of acceptance of the Product by the Member. Any Product with less than a twelve (12) month shelf-life must be identified in the Ordering System. Short dated Products will be identifiable on Member's invoice. Members will have three (3) business days to review Product that has been received from Vendor to determine if the Product dating is acceptable to the Member. Unacceptable dated Product must be reported to the Vendor and can be returned according to the Returned Goods Policy in **Attachment H**.

ARTICLE II**ORDERING AND SERVICES**

2.1 **Ordering System.** As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP Infuse. Vendor may use their own Ordering Systems or agree to Purchase Order forms provided they do not violate Paragraph 7.10 (MPA). Except for Services, Special Orders, and Stockpiling Orders, to the extent that the terms of any Ordering System(s) and Purchase Order 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 Ordering System or Purchase Order constitutes a binding contract. All Products furnished will be subject to inspection and acceptance by the ordering entity after delivery. Back orders, failure to meet delivery requirements, or failures to meet specifications in the Ordering System, Purchase Order, and/or the Agreement authorizes the ordering entity to cancel the order, or any portion of it, or purchase elsewhere.

B. Order System Minimum Requirements. At a minimum, the Ordering System must (i) have the outlined capability and (ii) display the following for each Product in the catalog offerings to the Membership.

i. *Capability:*

- a. Secure login/username and payment processing
- b. Order confirmation within thirty (30) minutes of Member placing an order
- c. The Ordering System will have a printable invoice to the Member within twenty-four (24) hours of a confirmed order showing products anticipated to ship
- d. Product substitution search option
- e. Product inquiry search option
- f. Auto-backordering
- g. Show cost-saving opportunities/alternatives
- h. Order history is available for thirty-six (36) months

ii. *Display:*

- a. Product name
- b. Product picture (when available)
- c. Vendor product number
- d. Manufacturer product number
- e. Fine line code
- f. NDC/UPC
- g. Generic Name
- h. Product description
- i. Manufacturer name
- j. Strength/dose
- k. Package size
- l. Form (e.g., tablet, capsule, etc.)
- m. Price for Package/Unit size and per item basis
- n. Type of selection (MMCAP Infuse Product, Non-contract sales, 340B, or Alternate Contract)
- o. MMCAP Infuse Contract Price (or alternative selection)
- p. Average Wholesale Cost/Price (when available)
- q. Base Price
- r. Orange Book Rating
- s. Controlled Substance Schedule
- t. Specialty pharmacy status
- u. Inventory Status and Quantity Available
- v. Alternative product options
- w. If Product is only available by "drop-shipment" (if applicable)

B- Vendor will provide MMCAP Infuse with at least one login and password to access and view Vendor's Ordering System as it displays to the Membership for each DC that fulfills orders for a Member. During the Agreement, if MMCAP Infuse requests Vendor to send EDI via an established mechanism, Vendor will do so at no cost. If the request includes a new mechanism Vendor has not yet deployed, cost will be discussed on a case-by-case basis.

2.2 **Local Ordering Cut-off Time.** Orders made by 7:00 p.m. local time for the Member will be delivered next business day by the Vendor with the exceptions of Alaska, which is 2pm local time, and Hawaii, which is 12pm local time. Product is shipped to Hawaii via FedEx

- 2.3 **Ordering and Inventory Software and Devices.** Unless disclosed on **Attachment B**, the Vendor will provide access to Order System and associated training for ordering and inventorying, upon request, to Members at no cost. Members will not be required to use Vendor's app for any of these uses.
- A. Training may include:
- i. Proper use of order entry devices
 - ii. How to access and interpret Vendor's inventory status
 - iii. Order placement process (Product inquiry, placement, order edit, printback confirmation, etc.)
 - iv. Any required ordering system maintenance
 - v. Downloading price changes
 - vi. Performing file maintenance
 - vii. Requesting or printing bar code labels
 - viii. Download/Run/Print/Export reports
 - ix. Operation of Inventory Management program
 - x. Identifying MMCAP Infuse Products (e.g., contract ranking)
 - xi. Training guides or manuals and system operating manuals, accessible on-line (including all updates), for all equipment and software furnished by the Vendors to each individual ordering Member
 - xii. Assigning of account login IDs and passwords
 - xiii. Item Return Processing Training
- B. Software Updates. All vendor-required software updates and system maintenance needed for the Vendor's Order System(s) and inventory software will be implemented at no cost for the Member or MMCAP Infuse. This does not apply to items relating to a Member "Punch-out" System (Paragraph 2.11).
- 2.4 **Product Substitution.** In the event the Products covered by this Agreement are not available at the time of order placement, Product substitution will only be permitted upon the written consent of the Member. Vendor will not substitute a Product without the Member's consent. Through the Ordering System, the Vendor will inform the Member of the reason the requested Product is not available and suggest possible clinical substitutes. Upon Member's request and MMCAP Infuse approval in writing in advance, automatic substitution will be permitted. This Paragraph does not supersede any requirements outlined in **Article I**. Upon request, the Vendor will provide a report to MMCAP Infuse of all auto-substituted Products from accounts that opted in to the auto-substitution program. The reporting requirements are on **Attachment F, Table 10** and must be delivered to: mmcap.infuse@state.mn.us.
- 2.5 **Emergency Orders.** Vendor agrees to offer and accept all emergency orders under this Agreement. All Members will receive twelve (12) Emergency Orders (as defined below) per calendar year free of charge, including shipping costs. Vendor will make emergency ordering available to Members twenty-four (24) hours a day, seven (7) days a week. An emergency order and delivery are defined as one necessary for immediate need and outside the normal order and delivery parameters as defined in this **Article (Emergency Order)**. Vendor will pick an Emergency Order within four (4) hours of Member placing the Emergency Order. If the Vendor is unable to pick the Emergency Order within this timeframe, the order will not be considered an Emergency Order for billing purposes. Vendor will make a good faith effort to exhaust all avenues in order to make emergency deliveries as quickly as possible following receipt of the order; emergency deliveries to Alaska and Hawaii could take longer.
- A. Contact/Ordering Initiation: Members can make Emergency Orders via phone: 877-772-0346.
- B. Costs: For Emergency Orders outside the twelve (12) allocated annually, the Vendor may not pass through any additional costs to the Member, including any "handling" fees or assessments. The Vendor should disclose the estimated costs before processing this type of order. Once shipped, the Vendor will provide documentation to the Member, verifying the actual shipping costs.
- C. Transfer from an Alternative Distribution Center: Vendor will transfer product from other distribution centers for critical needs if Product is available for transfer. Vendor must notify the Member within twenty-four (24) hours that Vendor will not transfer Product from an alternative distribution center. When there is a supply disruption, the Vendor will deploy the fastest path back to stock, which could be the National Logistics Center (NLC), another distribution center or ordering Product directly from the manufacturer/supplier. If Vendor cannot bring an item in to the network of distribution centers, Vendor will set up an ordering process of drop shipping Product utilizing Vendor's customer service team to generate purchase orders with the direct manufacturers/suppliers if allowed by the manufacturer/supplier. No fees will be assessed the Member for Product transferred from another distribution center. Member will work with their customer service representative in cases of delayed Emergency Deliveries.
- 2.6 **Controlled Substances.** Provided the Member has fulfilled its advanced registration requirements, the Vendor will fulfill orders made through the Controlled Substance Ordering System, or other systems as designated by the United States Federal government to place electronic controlled substance orders without a paper DEA Form 222, within twenty-four (24) hours in the Member's next scheduled delivery. Orders made with a hard copy of the DEA Form 222 with be fulfilled within seventy-two (72) business hours after picking up the form

from the Member. In the event that regulatory action is taken against a DC, the Vendor will ensure product deliveries are uninterrupted to Members by shipping from a back-up.

A. Compliance Agreement. Upon attachment of a State to **Attachment C-2** for Prime Vendor utilization, Members agree to adhere to Vendor's Controlled Substance Compliance Agreement as found in **Attachment J** in order to receive controlled substances or Products which Vendor considers a controlled substance.

- 2.7 **CSMP**. At no additional costs, the Vendor agrees to create a resource to assist Members with the CSMP that will allow them to understand Members' range of legitimate requirements for controlled substances. The Vendor will review CSMP restrictions, guide Members through the required paperwork and process, and provide better visibility and assistance with threshold limits to ensure Members get the medications they need. If the Members notifies the Vendor there will be a volume increase, the CSMP team will work with the Member to increase the Member's ordering threshold to avoid held orders. Any CSMP holds must be clearly identified to the Member as such on the Member's order confirmation and order invoice. All CSMP holds that are resolved must be communicated immediately to the Member.
- 2.8 **Special Orders**. Members will receive the applicable cost of goods discount on Special Orders. Once a Special Order request is submitted to the Vendor, the Vendor must respond within five (5) days to approve or deny the request. The Vendor will not have the ability to substitute a Special Order without the Member's approval.
- A. The price will be confirmed with the Member before the Special Order is placed. If the price changes, the Member will be notified first to confirm their order.
- B. A Member will be required to submit a Special Order form and provide the Vendor its MMCAP Infuse ID and billing address for the Vendor to process the request.
- C. A Member will be provided dating of the Special Order and will have the ability to approve or deny the dating available. Vendor will have ten (10) business days to process Special Order requests. A Special Order will be delivered together with the typical order unless it is not feasible on one truck.
- 2.9 **Stockpiling Orders**: Vendor will facilitate all Stockpiling Orders on behalf of Members when notified by MMCAP Infuse. Vendor will review and approve or reject of the special purchase within three (3) days of receiving notification from MMCAP Infuse; provide any Special Order documents required to complete the purchase; attach the Member to the appropriate MMCAP Infuse Manufacturer; Vendor can request that all Products adhere to the specified dating requirements; Vendor can request that Product is set aside for the appropriate Member and not mixed with general inventory; and fulfill all special delivery requirements. Once the Member has issued a Purchase Order, the Vendor will fulfill the Stockpiling Order from the MMCAP Infuse Manufacturer.
- A. The COG Discounts will apply to Stockpiling Orders as agreed upon by the parties.
- B. Delivery of Stockpiling Orders will be coordinated with the Member's regular delivery. No additional delivery fees will be added to Stockpiling Orders.
- C. All Stockpiling Orders will be attributed to State's or jurisdiction's overall spend for COG Discount calculations.
- D. At the request of a Member, Vendor will provide passthrough billing services with applicable MMCAP Infuse Manufacturer(s).
- E. Vendor will notify MMCAP Infuse of all potential Stockpiling Orders from a Member when they are contacted directly.
- 2.10 **Termination of Individual Purchase Orders**. Members may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Vendor, or at such later date as the Member may establish in such notice, 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 the Products to be purchased under the Purchase Order;
- B. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited, or the Member is prohibited from paying for such Products from the planned funding source; or
- C. If Vendor or Member commits any material breach of this Agreement or a Purchase Order, upon receipt of written notice or termination, Vendor will stop performance under the Agreement as directed by the Member. If a standing order is terminated, the Member must pay Vendor in accordance with the terms of this Agreement for goods delivered and accepted by the Member. In the event of the termination of an individual purchase order of any kind, the Vendor will be entitled to payment for goods delivered and accepted by the Member.
- D. Jurisdiction and Venue of Orders. 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.
- 2.11 **Member Punchout Systems**: Members may submit a request to a Vendor to connect their ordering system through an electronic data interchange, also referred to as a "**Punch-out System**." The Vendor may consider connecting to said system and load information related to this Agreement. However, all costs associated with setting up the system will be paid by the requesting Member(s). The Vendor will not pass along any direct or indirect costs relating to the system directly or indirectly (i.e., reflected in increased Pricing) to the rest of the

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

Membership or MMCAP Infuse. If there is a conflict between this Agreement and a Member's Punch-out System, specifically highlighting Product offerings and Pricing, this Agreement will supersede. Prohibited Products may not be loaded into the system without MMCAP Infuse's prior written approval.

- A. **Attachment:** Unless otherwise agreed in writing by all parties, the default presumption is that all users of the Member's Punch-Out System will be attached to this Agreement and purchases reported to MMCAP Infuse. By the tenth (10) day of the month, both the Vendor and Member will send reports to MMCAP Infuse regarding the usage of the Punch-out System. The reporting requirements can be found on **Attachment F, Table 11**. If, through those reports, it is found that a user has not completed an MMCAP Infuse Membership Agreement and does not have an MMCAP Infuse ID, both the Member and Vendor will assist MMCAP Infuse in completing the requisite registration process. If the user fails to complete the registration process with MMCAP Infuse within thirty (30) days, the Member and Vendor will cut off the user from receiving the MMCAP Infuse benefits received under this Agreement, such as Pricing and access to Contracted Items.
- B. **Shareback:** The State and/or Member owner understands that until an end user of the Member's Punch-Out System is attached to MMCAP Infuse, there will not be any credit attributed for those purchases with respect to the annual shareback calculations.
- C. **Reporting:** If the State requires the Vendor to submit any reports directly to the State related to the Member's Punchout System, the Vendor is required to send the same report to MMCAP Infuse.

2.12 **Reverse Distribution:** During the Term of this Agreement, the Vendor must have an arrangement with MMCAP Infuse's dedicated reverse distributors to allow all Members to fully participate in the services offered under the MMCAP Infuse contracts. The Vendor will not apply any additional fees or costs to the Member or MMCAP Infuse regarding the acceptance and application of reverse distribution credits assigned to the Member. Upon receipt of the credits from the reverse distributor, the Vendor must apply the credits to the Member's account within three (3) days after credit confirmation from the manufacturer. The Vendor will be required to provide a monthly report to MMCAP Infuse; the required attributes of the report are on **Attachment F, Table 12**.

2.13 **Repackaging Services:** During the Term of this Agreement, the Vendor must have an arrangement with MMCAP Infuse's dedicated repackaging providers to allow all Members to fully participate in the services offered under the MMCAP Infuse contracts. The Vendor will not assess any additional fees for pass-through billing or setting up a Member for this integration. If the Member would like to connect a repackaging service to the Vendor, these are the steps:

- A. The Member notifies the Vendor that they would like to utilize the MMCAP Infuse repackaging services.
- B. The Vendor begins the set-up work with the identified repackaging provider to establish shipping and billing information.
- C. The repackaging provider will then work directly with the Member to qualify their needs. Paperwork will be sent to the Member and a list of the drugs that are being requested to have repackaged should be provided (NDCs, quantities, repackaging format, etc.).
- D. Once the Member has been qualified by the repackaging provider and all documentation is completed, the Member will then request a new ship-to/bill-to account be set up by the Vendor where the Member address is the bill-to and the repackaging provider address will be the ship-to address.
- E. The NDCs that are intended to be repackaged should be shared with the Vendor to ensure stocking adjustments have been made at the DC that would be servicing the repackaging servicer on behalf of the Member.
- F. The Vendor creates a mirror duplicate account, dedicated to the repackaging services, within the Vendor's system, applying all the terms and requirements under this Agreement to the duplicate account.
- G. The Member will make the determination if invoicing for the repackaging services is to be through the Vendor or directly billed by the repackaging provider.
- H. All orders will be shipped next day under this combined service; Delivery to the repackaging provider will be free.

2.14 **Drug Quality and Security Act (DSCSA) Subscription Services:** During the Term of this Agreement, the Vendor must have an arrangement with MMCAP Infuse's dedicated DSCSA providers to allow all Members to fully participate in the services offered under the MMCAP Infuse contracts. Vendor must allow Members to utilize Electronic Product Code Information Services (**EPCIS**) data feeds if they opt to build their own data solution in-house. Vendor will supply Member will all necessary forms required to use the EPCIS data. Vendor will work with Member to incorporate any pharmacy inventory or automation systems to utilize EPCIS data feeds. Vendor will not charge any additional fees to send EPCIS to a third party.

2.15 **Cross-Over Programs.** Upon request from the Member, the Vendor agrees to work with the Member and any other applicable MMCAP Infuse service providers. Any associated fees will be communicated to the Member ahead of time.

2.16 **Delivery, Pricing and Scope Services.** For Services that the Vendor or an Affiliate wishes to offer to the Membership at additional costs, and descriptions of those Services will be in accordance with **Attachment B** and a Purchase Order.

ARTICLE III

SHIPMENT, RETURNS, RECALLS

- 3.1 **General.** Vendor must distribute and deliver the Products covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member's 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 unless otherwise agreed to by Vendor and Member. Unless outlined and identified in this Agreement, the Vendor will not charge any additional fees relating to handling and shipment of Products.
- 3.2 **Number of Free Deliveries Per Week.** Five (5),
- A. Exceptions:
- i. Hawaii: Less than Twenty-Five Thousand Dollars (\$25,000) = one (1) mid-week delivery; Twenty-Five Thousand Dollars (\$25,000) and higher = two (2) mid-week deliveries. Mid-week deliveries will include Tuesday, Wednesday, and Thursday delivery. Additional delivery days may be mutually agreed upon between the Vendor and the Member.
- ii. Naloxone only purchases: Number of deliveries per week will be mutually agreed upon between the Vendor and the Member with consideration of volume and customer need for delivery schedule. Fed Ex deliveries may be utilized for fulfillment.
- 3.3 **Delivery Schedule Window.** Vendor will work with Member to establish a mutually agreed upon routine delivery commitment time (Commitment Time) to be completed between the hours of 6AM and 3PM, local time to each Member. The Vendor will have thirty (30) minutes prior to and after the Commitment Time to complete the Member's delivery (Commitment Window). Upon Onboarding, the Member must provide Vendor their operating hours. If any changes are made to the Commitment Window by the Vendor, the Member must be given at least ten (10) business days' notice and must agree to the change for the change to take effect. If a Member changes their operating hours, they must notify Vendor with at least ten (10) business days' notice.
- A. If the Vendor will miss the agreed upon Commitment Window, Vendor must provide immediate notice via telephone, email, and/or through other electronic means a minimum of two (2) hours prior to the anticipated Commitment Window. A late delivery will be considered any successful delivery that is more than one hundred twenty (120) minutes past the Commitment Window. A missed delivery will be considered any delivery that is unable to be completed for the Member, by the Member's documented closing time.
- B. If the Vendor sends more than four (4) anticipated late delivery notifications to the Member within a calendar month, the Vendor will be required to work proactively with the Vendor's courier service and distribution center to research the issue and find a mutually agreeable solution with the Member.
- C. Vendor will explore all alternative options (i.e., FedEx, etc.) for Members who have a lunchtime closure that cannot be altered in the courier route to ensure the Member will receive delivery and that the Vendor's courier will not leave deliveries unattended.
- D. Late deliveries. Deliveries shall be made by the Vendor in accordance with the Commitment Window specified in the Agreement or Purchase Order. For Members who receive an average of twelve (12) or more deliveries per calendar month, Vendor shall credit to the Member a fee of sixty dollars (\$60) per order not delivered within one hundred twenty (120) minutes past the Commitment Window, for each day the delivery is not received, payable as a credit to the Member within fourteen (14) calendar days of Vendor's disposition of the reported delay. Vendor shall not be responsible for paying the aforementioned fee for delays due to "Force Majeure". Member must report each delivery delay to Vendor within two (2) business days giving the Vendor opportunity to research the source of delay and applicability of the fee.
- E. Each missed delivery (meaning a delivery that was not fulfilled by the Member's close of business on the date it was to be delivered) will be offered an Emergency Order at no charge to the Member and does not count against the annual allotment assigned to the Member.
- F. Closed Stop: Members are responsible for notifying the Vendor of any expected Member closures (holiday, inventory, etc.). In the event Vendor attempts to make a delivery of an order for a Member that has failed to notify the Vendor of an expected Member closure, and the delivery attempt results in a non-delivery, requiring the order to be returned to the distribution center, the Vendor will be allowed to assess the Member a sixty dollar (\$60) fee for failure to notify. This fee will not be assessed if the delivery attempt failure is due to an unexpected Member closure. Each account will receive an allowance of one non-delivery per calendar year before the fee would apply.
- 3.4 **Delivery Service.** Vendor may use a common carrier service for low volume customers who require fewer than one (1) routine delivery per week or for Members utilizing Vendor in an Auxiliary Status. Vendor must utilize a reputable common carrier with a proven track record for on-time delivery. If available, Vendor must provide parcel tracking on these deliveries and the delivery window must occur within the Member's posted hours of operation. Parcels must be delivered to pharmacy or designated location, signature required for confirmation of receipt. If

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.org/contract-documents>

delivery contents contain temperature or light sensitive products, the outer packaging must visibly identify the contents as such and be packaged in accordance with this **Article**.

- 3.5 **Delivery Contents.** Products must be shipped in either totes or boxes that are clean and free from debris. If reusable totes are used, the delivery driver must accept empty totes each day upon request of the Member. Vendor will ship all Schedule II¹ Products separately from non-Schedule II Products in tamper-resistant packaging. If requested by the member, all Products will receive shelf labels and stickers at no charge.
- 3.6 **Holidays.** Except for Emergency Orders (Paragraph 2.5), the Vendor will be closed for Holidays. If Member will be closed or operating under non-standard hours for any other holiday not observed by Vendor, Member must communicate this to Vendor via Vendor's automated system at least five (5) days in advance or through Vendor's customer service representative in advance.
- 3.7 **Special Conditions:** As 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 a 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, including Product costs, will be at the expense of the Vendor. If there is a dispute regarding the improper packaging or transport, Member will first contact Vendor's account representative for resolution. If the Member does not have an account representative to do so, Member will contact MMCAP Infuse to work through a resolution with the Vendor.
- 3.8 **Drop Shipment.** The Vendor will act as a conduit to expedite and simplify the ordering and payment of drop-shipped Products directly from a manufacturer. The Ordering System will identify all Products that are drop-shipped. There will be no additional mark up added to drop-shipped orders. The Vendor will process Member drop shipment requests within one (1) day. All applicable Discounts will apply to drop-shipped Contract Products.
- 3.9 **Damaged Products:** All damaged Products will be reported to Vendor's customer service department and applicable credits will be issued within three (3) business days from the date damaged Products were received by the Vendor's distribution center.
- 3.10 **Lost Products:** All Products lost in transit from Vendor to Member will be reported to Vendor's customer service department. Vendor will immediately research lost product and will issue credit for the lost Product within three (3) days after completion of research. Re-shipment of missing Product will occur upon Member request after notification to the Vendor. If the lost Products require an Emergency Order, the Member will work with Vendor's customer service department to request an Emergency Order, which will not count against the Member's annual Emergency Order allotment.
- 3.11 **Products Returned to the Vendor.** Vendor will accept returns in accordance with applicable laws, regulations, and normal business practices. More details are found on **Attachment H**. Product returns for special conditions (e.g., refrigerated Product or Schedule II Product) must contain clear instructions and diagrams from the Vendor as it relates to special requirements for packaging and transport.
- 3.12 **Product Recalls.** Vendor's Recall procedure and policy are set forth in **Attachment I**. If any Product covered by this Agreement requires modification, is removed, or recalled by the Vendor or manufacturer of the Product, then Vendor will promptly notify the affected Members of manufacturer notice via electronic ordering platform, electronic mail and notification in the delivery tote. Vendor agrees to comply with any process mandated by the FDA, or any other regulatory body, if applicable, and will address the recall with each Member. Members will not incur costs for Product returns related to recalls.

ARTICLE IV INVOICING AND PAYMENT

- 4.1 **Invoicing.** At the time of delivery, Vendor will provide a paper invoice with each order at no charge, unless electronic invoicing has been enabled by the Member. Member must opt out of receipt of paper invoices in writing or by verbal confirmation and can return to paper invoices at any time. Members will also be able to access and print an electronic copy of the invoice from the Ordering System.
- A. **Invoice Fields:** At a minimum, Vendors invoice will contain the following fields:
- i. Member name
 - ii. Vendor-assigned account number for the Member
 - iii. Invoice line number
 - iv. Member's order number (Member must provide an order number at the time of order for this to appear on Vendor's invoice)
 - v. Bill-to and ship-to address
 - vi. Order date
 - vii. Invoice date

¹ As defined the DEA

- viii. Vendor's SKU item number, ("CIN")
- ix. NDC number
- x. UPC number (if applicable)
- xi. Contracted Item name/description and packaging as associated with NDC (or UNSPSC number if applicable to the Product)
- xii. Unit Price
- xiii. Quantity ordered
- xiv. Quantity shipped with extension (Unit Price multiplied by the quantity shipped), and total invoice Price; and
- xv. Applicable omit codes (e.g., manufacturer backorder, manufacturer discontinued, etc.).

B. **Invoice Rounding:** All Pricing should be rounded to the second decimal point for both invoicing and applicable quotes to the Member. Vendor agrees to round down if the third digit after the decimal point has a value equal to four (4) or less. Vendor agrees that any rounding will occur at the Member invoice Unit Price.

C. **Invoice Disputes:** Subject to state law, Member will notify Vendor of any known dispute with an invoice within thirty (30) days from receipt of the invoice. The Member will pay the Vendor for all undisputed amounts in accordance with its selected payment term on COG Discount matrix (**Attachment A-1**). While the dispute is ongoing, Member must make their dedicated account representative aware of the dispute. Vendor will review the impact to the Member's Cost of Goods prior to going into effect in order to determine if the disputed invoice(s) impacted the WAPD. If the disputed invoice(s) did impact the WAPD, the Member will have an adjusted WAPD that excludes the disputed invoice(s), unless prohibited by state law, subject to resolution of that dispute. If upon resolution, the disputed invoice was found to be in error, the Vendor will credit the original amount of the invoice or invoice line and rebill the Member. 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 resolve known disputes related to 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.

4.2 **Payment Term.** Payment terms will be pre-established at onboarding between the Member and Vendor based on the COG Discount matrix (**Attachment A-1**). Vendor does not apply late payment fees, however, if a Member fails to comply with the agreed upon payment terms, Vendor will change the COG Discount to reflect the Member's actual payment practices. If the Member does not adhere to the payment terms for one full calendar quarter, the Vendor may change the Member's position on the matrix for future payment cycles. For prepay terms, if Vendor fails to apply the true up balance to the Member's next payment term, Member will not be considered failure to comply status. Members must be able to match the invoice data from Vendor's Ordering System to the payment totals provided by Vendor for prepay terms. If these totals do not match, the Member will not be considered failure to comply. For prepay accounts, thirty (30) day written notice to the Member must be provided before the change is made; if Member does resolve its undisputed outstanding balances within the thirty (30) days after the notice, the Vendor cannot downgrade the Member's COG Discount. Notwithstanding anything to the contrary contained herein, immediately upon written notice to Member, Vendor retains the right to change terms, place Member on C.O.D. (Cash on Delivery) status, and/or refused orders from Member (each a "Change in Terms") if Vendor has not received payment when due for Products delivered or services provided to Member, or based upon a materially adverse change to Member's financial condition. After notice of a Change in Terms as detailed herein, and in the event of a dispute, the Parties agree to follow the dispute resolution process detailed in section 6.6 of this Agreement, *provided, however*, that a Change in Terms will remain in effect during the pendency of such dispute resolution process unless otherwise agreed to by Vendor.

4.3 **Member Payment Report:** On or before the tenth (10th) day of each month, the Vendor will provide a report summarizing the Member payments made in the previous month. The report requirements are on **Attachment F, Table 13**.

4.4 **Late Fees.** Unless allowed by the Member's statute, the Vendor will not assess late or financing fees.

4.5 **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.

4.6 **Payment Method.** Vendor will accept check and Electronic Funds Transfer (EFT) as payment methods and Member will start this process with its financial institution.

4.7 **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.

4.8 **Credits and Rebills.** Vendor will process credits and rebills as notifications are received from a Member or Manufacturer. In the case of an invoice dispute, Vendor will promptly issue credits/rebills, after the dispute resolution (Paragraph 6.6) 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 Member 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.
- F. Vendor's rebill memo will contain, but not limited to the following information:
 - i. Original purchase order
 - ii. Original Vendor invoice number
 - iii. Itemized listing of the Product(s) affected
 - iv. Credit memo associated with the rebill
 - v. Reason(s) for the rebill (e.g., manufacturer chargeback denial, Pricing error, etc.)
- G. Report: Weekly, the Vendor will Provide a report to MMCAP Infuse, summarizing all the credits and rebills that occurred for the previous week. Requirements are on **Attachment F, Table 14**.

4.9 **Price Audits and Corrections.** In the event of a Pricing error that is attributable to the Vendor, Vendor agrees to process credit/rebills for the past twelve (12) calendar months in the Member's favor. Vendor will have ninety (90) days from the invoice date to process credit/rebills that would result in the Member paying more than originally charged. When a Member or MMCAP Infuse discovers an error in Pricing, they will notify Vendor. Vendor will research all Members affected by the error and will process credits/rebills to ALL Members for the time period of the error until it is resolved. Upon request, the Vendor will provide MMCAP Infuse and Members 810 EDI invoices at no cost. Pricing errors attributed to a manufacturer will only be considered the fault of the manufacturer if the manufacturer cannot supply documentation that the Vendor was incorrectly notified. Vendor agrees to reprocess credit and rebills at the request of either a manufacturer or MMCAP Infuse.

4.10 **Shareback Credits.** Vendor will manage, at no additional cost to MMCAP Infuse or Members, the MMCAP Infuse disbursement of shareback credits, according to the process below:

- A. MMCAP Infuse will provide Vendor with: (i) an accurate list of Members receiving a credit; (ii) the MMCAP Infuse ID numbers, Member names, Member addresses, Member city, Member state, and the credit amount for each Member; and (iii) a check for the total amount of all credits to be provided;
- B. Vendor must apply the credit to all listed Members within fifteen (15) days of the receipt of the funds;
- C. Within thirty (30) days of the receipt of the funds, Vendor must provide MMCAP Infuse, an Excel Spreadsheet detailing the credit memo information. This Excel listing must include the following fields: distribution center, account number, Member ID, name, address, city, state, DEA (if applicable), HIN (if applicable), date of credit memo, credit memo number, and credit memo amount.
- D. Within sixty (60) days of the receipt of the funds, Vendor will refund to MMCAP Infuse, any remaining dollars for which it was unable to issue credit; this may be for any Member determined to no longer be valid Member, or that were not able to be located for any variety of reasons. Vendor will work with MMCAP Infuse, in order to identify all Members to the best of its ability, in an effort to issue all necessary credits, before refunding dollars back to MMCAP Infuse. Upon initiating the refund to MMCAP Infuse, Vendor will provide a copy of the original shareback credit spreadsheet, detailing the credit information (received from MMCAP Infuse), the reason for non-application of funds, and the dollar amount of the funds being returned to MMCAP Infuse.
- E. The Vendor must return the funds to MMCAP Infuse within thirty days of written notice to MMCAP Infuse.
- F. The Members are not allowed to convert into currency or move the credit. If the Member does make a request, the Vendor will direct the Member to contact MMCAP Infuse.
- G. Each month, Vendor will provide MMCAP Infuse an Outstanding Shareback Credit Report to show any unused Shareback credits on Member accounts. The report requirements will be outlined in **Attachment F, Table 15**.

4.11 **Outstanding Credits.** Vendor will provide credits without an expiration date and for all dollar amounts; credits will not be subject to a minimum amount. This information will be provided upon request at the Member level through statement reporting.

ARTICLE V

SUPPLYING AND AVAILABILITY

- 5.1 **Vendor Product Outages.** It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the foreseeable needs of the Members as established by this Agreement; if Vendor cannot fulfill orders made by Members, it will be considered a failure by the Vendor to perform (**Failure to Supply/FTS**). The Vendor agrees to utilize the following process in the event of an FTS.
- A. Immediate Notification: Vendor's Ordering System will provide notice within twenty-four (24) hours to MMCAP Infuse and its Members of any Products covered by this Agreement that the Vendor has placed on backorder and/or that are unavailable. Vendor's notification will include:
 - i. the Products placed on backorder status;
 - ii. the total number of Packages that are currently on MMCAP Infuse Member's backorder list to the Member;
 - iii. the expected timeline of the backorder;
 - iv. the reason for the stock outage; and
 - v. allocation status.
 - B. Immediate Delivery (Brands): If the unavailable Product (which is not on Manufacturer Backorder, adheres to the stocking requirements in Article 1.1, and is not available at the Member's distribution center) Vendor will ship Product via expedited delivery at no charge to the Member through either a drop shipment from the Manufacturer (with Cost of Goods applied) or utilizing FedEx from another distribution center that does not utilize the inventory on hand.
 - C. Force Majeure: Any instances of Force Majeure, as identified in Paragraph 6.4, will exempt Vendor from providing a credit to Member due to product outages.
 - D. Manufacturer Created: If the Vendor can provide sufficient evidence, which may include order cycles and order history to both the NLC and Member's individual distribution center, that the supply shortage is due to the manufacturer, the Vendor will be exempt from this Paragraph.
 - E. Remedies: Vendor will be responsible for all product outage claims for ninety (90) calendar days from the date Vendor is first unable to supply the product.
- 5.2 **Manufacturer Backorders.** If Product unavailability is due to a MMCAP Infuse Manufacturer, the Vendor is required to provide notification within its Ordering System. MMCAP Infuse Members with questions with regard to recalled, allocated, and discontinued Products on backorder should call Vendor's customer service. A weekly status update will be provided on the Vendor's website or Ordering System, or through a push e-mail. The status update will include at least the following information:
- A. Expected date of resolution, if there isn't a known date, this must be identified; Vendor should not use an arbitrary future date if one is not provided by the manufacturer. When information is not forthcoming from the supplier, the Vendor's standard procedure is to make the "date out" two (2) months from the notification, following up with the supplier on an every two week basis to obtain the appropriate updated information as to when products will be available. Ordering System will identify that the date has not been provided by the Manufacturer.
 - B. Reason for backorder
 - C. If the shortage is due to a recall, allocation, or discontinuation
 - D. Backorder Report. On the first business day of each week, the Vendor must deliver a report to MMCAP Infuse of all MMCAP Infuse Products on backorder due to the MMCAP Infuse Manufacturer. The report will be in Excel format, unlocked, and delivered to mmcap.infuse@state.mn.us. The report must be titled "[Vendor Name] Weekly Supplier Backorder Report MM-DD-YYYY." The report requirements are found on **Attachment F, Table 16.**
- 5.3 **Product Allocation.** When Product is unavailable, Vendor will provide the Membership the same mechanism it applies to the entire customer base to ensure they receive a fair share of Product and prevent overordering. Members will be able to place the allocated Product on a backorder list to receive Product when it becomes available to the Vendor. Orders Members placed on a backorder list with the Vendor must be fulfilled prior to the Vendor fulfilling new orders with other Members and other customers. When backordered Product becomes available that a Member has placed on a backorder list, the Member will be notified that Product is available and will identify the quantity that will arrive, the remaining quantity on backorder, the Price being invoiced, and an estimated date in which the remaining quantity is expected. Backordered Product will be invoiced to the Member at the current Contract Price or the Contract Price on the date the order was initially placed, whichever is less. Products will remain on the backorder list until the Product ships, or the Member removes the Product from the backorder list. Members will be able to place multiple backorders for the same Product on the backorder list at the same time. A Member's backorder list will be exportable and will include the date(s) the item was placed on backorder.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- 5.4 **Shift-Demands.** As part of the Utilization Projections (*Paragraph 1.1(A)*), the Vendor needs to account for Brand to Generic Product utilization shifts due to patent expirations or products entering or exiting the marketplace. Thirty (30) days prior to a patent expiration for a Brand Product, the Vendor will:
- Upon request, Vendor will provide MMCAP Infuse three (3) months of purchase history of the Product.
 - Notify MMCAP Infuse of its shift-demand strategy and which Generic manufacturer(s) they plan to utilize for their Source Program and which manufacturers will be loaded on day one (1) of the generic launch.
 - Vendor will disclose at least ten (10) days prior to the effective date or anticipated launch date of a new Product which manufacturers and size presentations Vendor intends to load in Vendor's Ordering System and stock in Vendor's distribution centers.
 - Upon launch and/or availability, Vendor will have demands shifted and will expedite the new MMCAP Infuse Generic Product into applicable distribution centers.
 - If the Vendor refuses to load or stock any MMCAP Infuse Manufacturer or their Product with which Vendor has a distribution service agreement in place, unavailability of the Product will be considered a FTS. After (2) months of the new Generic Products being loaded, the Vendor will provide MMCAP Infuse a report (**Attachment F, Table 17**) disclosing the various shift demands observed. During the Bid Roll process, if MMCAP Infuse intends to award multi-source Generic Products, this Paragraph will apply.
- 5.5 **Fill Rates.** Each month, Vendor will provide MMCAP Infuse reports showing the raw and adjusted fill rates. These will be calculated for each Members' individual account(s) (including 340B Drug Pricing Program accounts) serviced by the Vendor. Raw and adjusted fill rates will also be calculated for MMCAP Infuse as a whole, as well as by each individual DC servicing the Membership. See **Attachment F, Table 18** for report requirements. For any Member that falls below 85% raw service level, NDC level information must be provided upon request.
- Raw fill rate: A number of Units delivered by Vendor divided by the number of Units ordered. Number of Product Units ordered will include out of stock Products, regardless of the reason.

Number of Product Units Delivered

Number of Product Units Ordered

- "Adjusted Fill Rate": A number of Product Units delivered by Vendor divided by the number of Product Units ordered adjusted for Manufacturer backorders (**MBO**).

Number of Product Units Delivered

(Number of Product Units Ordered – MBO Units)

MBO Units will include:

- Orders for Products placed but not shipped because of industry wide shortages or other issues beyond the control of Vendor as demonstrated by Vendor to the reasonable satisfaction of the MMCAP Infuse Managing Director (e.g., Manufacturer Unable to Supply, Manufacturer Allocations, Manufacturer Backorders, Manufacturer Recalls, and Manufacturer Discontinued).
 - Purchases of Products which exceed one-hundred fifty percent (150%) of the previous month's average demand per order.
 - Unavailable Products repeatedly ordered within seventy-two (72) hours of the original order
 - Special orders requiring shipment from the manufacturer.
 - Non-stock Products that are not under contract with MMCAP Infuse.
 - Contract rolls/awards where notifications from MMCAP Infuse are received with less than four (4) weeks' notice prior to transition of addition (e.g., bid year transition). Vendor may only include Products in MBO Units for thirty (30) calendar days after notification.
- Required Adherence: Adjusted and Raw Fill Rates must be disclosed to the Member in all business reviews with Vendor. If the monthly Adjusted Fill Rate for Products (calculated as set forth above) for a Member account falls below 98.5%, Vendor will provide the affected Member an action plan for improvement and will work in good faith to resolve the Adjusted Fill Rate issue. The action plan for improvement must also be sent to MMCAP_Infuse.Contracts@state.mn.us and must include NDC level information.
 - Monthly report of overall rates amongst the Membership due by the tenth (10th) day of the subsequent month; requirements on **Attachment F, Table 19**.

Accurate as of January 15, 2026

The most current version

<https://members.infusemn.org/contract-documents>
ARTICLE VI
TERMINATION, CANCELLATION, AND REMEDIES

- 6.1 **Cancellation.** MMCAP Infuse and Vendor may cancel this Agreement any time, without cause, upon ninety (90) days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 6.2 **Termination for Cause.** Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The non-breaching party must provide written notice of such breach to the other party, and thirty (30) days to cure such breach. Upon expiration of such thirty (30) days, if the breaching party has not cured the breach, the non-breaching party may terminate this Agreement upon providing ten (10) days written notice.
- 6.3 **Termination for Insufficient Funding.** MMCAP Infuse may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Contracted Items covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Contracted Items that are provided after notice and effective date of termination. However, the Vendor will be entitled to payment, determined on a pro rata basis, for Contracted Items satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP Infuse must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.
- 6.4 **Force Majeure.** A party will not be considered in default in the performance of its obligations in the Agreement, excluding the obligation to pay amounts due for undisputed Products delivered to Member before the force majeure claim, to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other circumstances 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.
- 6.5 **Breach.** In the event of a breach of this Agreement, each party reserves the right to pursue any other remedy available by law or in equity. Vendors may be removed from Minnesota's vendor list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the Agreement.
- 6.6 **Dispute Resolution between Member and Vendor.** Before escalating to venues outside MMCAP Infuse, Vendor and Members will handle dispute resolution for unresolved issues using the following procedure:
- A. Notification. Parties shall promptly notify each other of any known dispute, outlining the issue and providing applicable documentation relating to the issue. Parties will work in good faith to resolve such dispute within thirty (30) calendar days.
 - B. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either the Member or Vendor may escalate the resolution of the issue to a higher level of management. Where escalation of the issue proves ineffective, either party may contact MMCAP Infuse for investigation and mediation.
 - C. Performance while Dispute is Pending. Notwithstanding the existence of a dispute the Vendor must, except as otherwise set forth in this Agreement, 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. Members will pay any unaffected balances due to the Vendor while the dispute is ongoing.
 - D. Non-Resolution. If mediation does not resolve the issue, either Party may independently proceed to further steps to resolve the issue.
 - E. No Waiver. This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies. Alternatively, either party can terminate the relationship between Member and Vendor in accordance with this Article.
- 6.7 **Failure to Perform.** MMCAP Infuse will provide an initial notice to the Vendor that there is a violation under one of the following categories. The Vendor will have ten (10) days to rectify the issue, otherwise the following fees shall be paid by Vendor:
- A. Bid Roll. If Bid Roll Product and Contract Price loading was not completed by the Bid Roll Effective Date, the Vendor will pay MMCAP Infuse two thousand five hundred dollars (\$2,500.00) per day, not exceeding seventy-five thousand dollars (\$75,000.00) per Bid Roll cycle, until resolved. Vendor shall not be penalized for delays caused by Manufacturer, such as incomplete supplier documentation or failure to send Pricing confirmation.
 - B. Contract File Loading (Non-Bid Roll). If a contracted NDC is not loaded, stocked, and viewable (subject to availability) by all Members, as required pursuant to this Agreement and within the timelines set forth herein, Vendor shall credit to the Member submitting the request an amount equal to two-point five zero percent

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- (2.50%) of previous month's GCN (generic code number) volume class for that Member. Vendor shall credit to the Member within thirty (30) calendar days of the Member's original request to stock the product.
- C. **Failure to Notify.** In the event Vendor fails to provide notice to MMCAP Infuse as required in this Agreement related to Vendor's ability to stock and submit chargebacks to an MMCAP Infuse Contracted Manufacturer, removing a Member from the Agreement, changes to Vendor's insurance coverage, or notice related to Vendor's certifications within the Agreement, Vendor will be required to pay two thousand five hundred dollars (\$2,500) per day to MMCAP Infuse, not exceeding seventy-five thousand dollars (\$75,000) per year.
- D. **Reports.** In the event that any report and/or data provided by the Vendor, pursuant to the terms of this Agreement, is not received according to schedule, contains incorrect data, incomplete data, or no data, or is more than a minor defect or causes harm to MMCAP Infuse's ability to conduct business or its governmental purpose, Vendor shall have a cure period of thirty (30) days to resolve the issue. If after such cure period the Vendor will pay the following to MMCAP Infuse two thousand five hundred dollars (\$2,500.00) per day until resolved, not to exceed one hundred fifty thousand dollars (\$150,000) per year.
- E. **Late Administrative Fee Payments.** As provided for in statute for late payments to the State of Minnesota.
- F. **Adding and Removing Members (Attachment).** Every time the Vendor fails to meet the timeline requirements in this Agreement to add or remove a Member's eligibility to purchase Contracted Items, Vendor will pay MMCAP Infuse: one thousand five hundred dollars (\$1,500.00) per violation.
- G. **Application of Fees.** The application of the amounts herein shall not excuse Vendor's performance obligations as set forth in this Agreement, nor will it waive any rights of MMCAP Infuse or Members to seek any and all available legal and equitable remedies. Vendor acknowledges that the fees set forth above are not penalties, but rather seek to make MMCAP Infuse and Members whole for any failure of performance by the Vendor, as based upon good faith estimates as agreed to by the parties.
- H. **Vendor-Created Stock Outage.** Within one (1) business day, Vendor must inform the Member which Vendor-created Stock Outage situation applies. If Vendor does not notify the Member of such, FTS will be immediately in effect.

Vendor-created "Stock Outages"	Goal to have stock available to ship to an MMCAP Infuse Member	Criteria for when Failure to Supply (FTS)* Applies
Current Contract Products		
MMCAP Infuse Contract Product not in stock in distribution center and stock is available from NLC if applicable.	Goal: Three (3) business days.	FTS applies when Vendor has exceeded four (4) business days.
MMCAP Infuse Contract Product not stocked in distribution center, available from another distribution center (if applicable) where there may be a Contract Product item surplus.	Goal: Three (3) business days.	FTS applies when Vendor has exceeded four (4) business days. FTS applies if Vendor does not notify Member within two (2) business days of Member's request that Vendor does not intend to move surplus from another distribution center.

Accurate as of January 15, 2026

The most current version
<https://members.infuse-mn.gov/contract-documents>

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

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

Shift demand of equivalent(s) when a lower priced product comes on as a new MMCAP Infuse Contract Product Assumes manufacturer has product available to ship to the Vendor, as of the specified effective date.	Goal: Ten (10) business days.	FTS applies when Vendor has exceeded twelve (12) business days from when either MMCAP Infuse or the Manufacturer provides notification to the Vendor, or the new Contract Product effective date, whichever is earlier, to ensure the new generic Product is loaded, viewable, and stocked at each distribution center where there is MMCAP Infuse Contract and/or Non-Contract usage for Cardinal Key equivalents.
When a dual/multiple award Contract Product is discontinued, demand is to be shifted to a less active, equivalent, alternative Contract Product. This demand shift and stocking is required as not to disrupt access to an alternative Contract Product. Assumes manufacturer has product available to ship to the Vendor, as of the specified effective date.	Goal: Five (5) business days.	FTS applies when Vendor has exceeded eight (8) business days for prescription and twelve (12) business days for consumer health/OTC from when manufacturer provides notification to the Vendor of Contract Product being discontinued, to ensure the less active, alternative Contract generic Product is loaded, viewable, and stocked at each distribution center, for MMCAP Infuse Products currently meeting three (3) units of usage at the distribution center.

* FTS = Failure to Supply, where Member is provided a credit of the difference between the lower cost Contract Product not available and the higher cost product (either Contract or Non-Contract) that is purchased from Vendor or alternate distributor with invoice provided as a result of the Vendor exceeding the specified business days in stocking the Contract Product. Vendor will not be responsible to pay FTS claims for MMCAP Infuse Contracted Products that are on supplier disruption (i.e., manufacturer backorder, manufacturer allocation, etc.) or products in which the supplier cannot support the additional volume requested. All FTS claims will be subject to the same exclusionary rules as identified in Paragraph 5.5, Fill Rates, under paragraph "MBO Units Will Include".

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

1. If Vendor fails to maintain sufficient inventory of MMCAP Infuse Contract Products to meet the anticipated needs of Members, a Member may purchase an alternate equivalent generic product from Vendor or an alternate distributor for the period in which Vendor is unable to provide the Product. Vendor will be liable for any excess cost over the MMCAP Infuse Contract Price for a period of ninety (90) calendar days from the date the Vendor is unable to supply the MMCAP Infuse Contract Product to the Member.
2. Vendor will use the price of the MMCAP Infuse Contract Products and the invoice price of the alternate generic product to determine the amount of reimbursement for Failure To Supply claims.
3. A Member will submit the following information to Vendor for each MMCAP Infuse Contract Product that reimbursement is expected:
 - Member Name, Address, City, State, Zip
 - Member DEA or HIN
 - Member point of contact for reimbursement (including telephone number and e-mail address)
 - Product description
 - Proof of shorted order
 - Generic Source price (if applicable)

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- Member's purchase price
 - Alternate NDC
 - Alternate NDC manufacturer
 - Alternate NDC purchase price
 - Alternate NDC quantity purchased
 - Alternate NDC date purchased
 - Amount due
 - Reason (e.g., brief description)
 - A copy of the invoice showing the purchase of an equivalent generic product
4. Vendor must pay claims directly to the Member via credit memo within thirty (30) calendar days of receipt of a claim.
 5. Vendor will be responsible for payment of Failure to Supply claims for ninety (90) calendar days from the date the Vendor is first unable to supply the Product to a Member. Credits due to a Member based on excess product procurement costs caused by the Vendor's stocking failure will be routed from the Vendor back to the Member in the form of an account credit.
 6. Vendor's electronic filing address for FTS reimbursement: GMB-StateGovtAcctMgmt@cardinalhealth.com

ARTICLE VII

MEMBERSHIP

- 7.1 **Onboard, Transition, and Implementation.** If the Vendor requires additional paperwork for Members to set up ordering accounts and acquire the Contracted Items, Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition. Vendor's procedure for implementing and transitioning Members to this Agreement is set forth on **Attachment E**.
- 7.2 **Membership Listing.** MMCAP Infuse will provide Vendor a complete listing of the Membership. The Vendor is expected to actively utilize the Membership listing to verify Member status and perform updates within Vendor's system. This review will happen no less frequently than every week. MMCAP Infuse reserves the right to add and remove Members from the Membership Listing during the Agreement Term.
 - A. New Members. Vendor will ensure Members are attached to the Agreement by the Onboarding Date. MMCAP Infuse will provide Vendor with online access to its Membership list. MMCAP Infuse will send Vendor a monthly e-mail with instructions on how to obtain the Membership list.
 - B. Removing Members. Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to deactivating any Member account. If MMCAP Infuse does not receive notification that a Member has been removed from being attached to the Contract Pricing, Vendor will honor Contract Pricing for the Member for thirty (30) days after MMCAP Infuse receives the written notice.
- 7.3 **Membership Eligibility.** Upon request, Vendor will send an electronic eligibility list identifying which Members are eligible for Contract Pricing to MMCAP Infuse Contracts Products and attached to the Contract Pricing for Vendor and for any other manufacturer which Vendor is attaching a Member to the manufacturer contract. At minimum, Vendor must be able to provide manufacturer contract information, date of attachment, applicable products, and a list of all Members that are attached to a specific contract. If the Vendor's date of attachment does not match the Manufacturer's eligibility date, Vendor will submit chargebacks for Contract purchases going back to the eligibility date.
- 7.4 **Correctional Members.** Vendor will adhere to MMCAP Infuse's identification of Correction Members/facilities. The Vendor will work with the Member to maintain a letter on file detailing the Member's medical intent to ensure the Member's ability to purchase Products in order to maintain patient care. If there is an objection from a Manufacturer the Vendor will work with Member and Manufacturer to come to a resolution that is mutually agreed upon by all parties.
- 7.5 **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 Pricing and Contracted Items. If a Member selects a different group purchasing organization/collective or decides not to participate in the Membership of MMCAP Infuse, the party that has become aware of the situation will immediately notify the other party, and the Vendor shall suspend the Member's access to the MMCAP Infuse catalog.
 - A. Add/Delete Report: By the tenth (10th) day of the month, the Vendor will provide a list of purchasers who were either added or removed from MMCAP Infuse Membership in the Vendor's system during the previous month. The report requirements are on **Attachment F, Table 20**.
 - B. Active Member Report: By the tenth (10th) day of the month, the Vendor will provide a list of Members attached to the Agreement. The report requirements are on **Attachment F, Table 21**.
- 7.6 **Prime Vendor.** Each State will select an MMCAP Infuse pharmaceutical Vendor to be their dedicated Prime Vendor, unless otherwise approved by MMCAP Infuse. Unless otherwise stated in this Agreement, the Vendor will provide Contracted Items to only those jurisdictions that have selected the Vendor as a Prime Vendor (**Attachment C-2**). The Vendor may be approved by MMCAP Infuse to provide Contracted Items to other jurisdictions under Auxiliary Status, however the Vendor must adhere to the terms of the approval and this Agreement.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- 7.7 **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, pricing, and/or services as those 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. However, if the Vendor uses MMCAP Infuse and/or this Agreement as a vehicle to those responses, those sales will still be considered sales under this Agreement and reported and paid an Administrative Fee as outlined in **Article X**.
- 7.8 **DEA License/HIN.** Unless the Member purchases a federally controlled substance or a product that is a controlled substance within the state in which the Member resides, the Vendor may not require that a Member have a Drug Enforcement Administration number assigned to it in order to be eligible to purchase a product. The Vendor will require a Health Industry Number from Member, and MMCAP Infuse will work with the Member to obtain.
- 7.9 **Product Use.** All Products acquired by Members under this Agreement are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.
- 7.10 **MPA.** In order to use this Agreement, some States will require jurisdiction-specific paperwork or statutory language to establish a statewide contract for Members. These are separate from Purchase orders; these are addendum to this Agreement to provide for laws specific to a State jurisdiction. If these circumstances exist, the Vendor will work with MMCAP Infuse and applicable State to prepare an MPA to set forth the additional or altered terms and conditions. An MPA must clearly apply only to the requesting State and will not affect the rights of MMCAP Infuse, other States, and/or their Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein. When the specific terms are agreeable to the Vendor and the State, the MPA will be presented by MMCAP Infuse to each party for execution. No other mechanism of modifying or "attaching to" the Agreement is authorized. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA, Vendor may be precluded from doing business with that State/Member. No verbal or written instructions from State/Members to change any provision of this Agreement will be accepted by Vendor without the prior approval of MMCAP Infuse.
- A. **Services and Purchase Orders.** If a Member is electing to utilize a Service from the Vendor, the Member and Vendor can utilize a Purchase Order to write specific unique details regarding the scope of Service being provided; MMCAP Infuse does not have to be involved with that process, however a final draft should be provided to MMCAP Infuse before execution. However, the Member will not attempt include any boiler plate terms that modify items covered under this Agreement or try to add any additional fees/costs that the Vendor would be required to pay with the Purchase Order.
- 7.11 **Member Fees.** In the event a Member requires a fee, assessment, and/or additional costs to utilize the Vendor under this Agreement; the fee, assessment, and/or additional costs must be added on top of the Pricing and/or an adjustment to the Discounts must be made so Vendor does not absorb the fee or gets passed along to the rest of the Membership. Vendor must not pay a Member levied fee without first collecting the fee through increased Pricing for the applicable Member. The fees will be set aside and paid to the Member as detailed in a form provided and approved by MMCAP Infuse.

ARTICLE VIII

AGREEMENT MANAGEMENT

- 8.1 **Required Vendor Personnel.** Vendor must maintain sufficient personnel who can provide comprehensive and timely customer service to the Membership and MMCAP Infuse. Vendor's personnel must have professional qualifications, training and experience, to provide support related to the Contracted Items. To manage this Agreement, at a minimum, the Vendor must have the following point of contact to support this Agreement. The Vendor will provide a list of all personnel and contact information to MMCAP Infuse on the Effective Date. At a minimum, the Vendor will provide an updated list every six (6) months or when there is a change, whichever occurs first.
- A. Account representative and an alternate for MMCAP Infuse and eligible Members;
 - B. Customer service;
 - C. Clinical specialist;
 - D. Invoice Auditing contact;
 - E. Class of Trade contact;
 - F. Data and Reporting contact;
 - G. Distribution center representative(s);
 - H. Emergency or bulk order specialist;
 - I. Product training and education specialist;
 - J. Supply chain improvement specialist;
 - K. Product ordering system technical support and training specialists;
 - L. Membership/customer attachment specialist;
 - M. Accounting specialists, capable of addressing and timely resolving invoice or credit/rebill inquiries;
 - N. Shareback contact.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.org/contract-documents>

- 8.2 **MMCAP Infuse Account Representative.** Vendor will assign an 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 account representative is unresponsive within a timely manner or does not meet MMCAP Infuse's needs, the Vendor will assign another account representative upon MMCAP Infuse's request. The 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 this **Article**.
 - D. Personnel Changes. Vendor will provide MMCAP Infuse with written advance notice of changes to the 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 alternative account representative.
- 8.3 **Dedicated Representative for Members.** For any Member whose purchase volume exceeds twenty-five thousand dollars (\$25,000.00) per month, they are eligible for a dedicated account representative. Child accounts that roll up to the same parent account (i.e., harm reduction groups) will have all child accounts rolled up for volume calculations to determine if they will receive a dedicated representative. If the Member elects this option, they will provide written notice to the Vendor. The Vendor will have thirty (30) days to provide a dedicated account representative to the Member. This account representative will be the sole point of contact for the Member regarding any issues or inquiries.
- A. Member Touchpoints. Regardless of if a Member has a dedicated account representative, each Member is eligible to have a meeting with the Vendor to discuss the Member's account, best practices, issues, and other items the Member may want to discuss. The type of contact will be in accordance with below:

Average Monthly Purchase Volume	Required Contact Frequency	Type of Contact
No purchases	None	None
\$1.00 - \$5,000.99	Every six (6) months	Phone or Email
\$5,001.00 - \$10,000.99	Every three (3) Months	Phone or Email
\$10,001.00 to \$25,000.00	Every Month	Phone, Email, Virtual, or onsite visits upon request
\$25,000.01 and up	Communication every month	Phone, Email, or Virtual
	Full business reviews every quarter	4 onsite visits annually. MMCAP Infuse SHC included when possible
Primary State Contact	Communication every month	Virtual
	Full business reviews every quarter	4 onsite visits annually. MMCAP Infuse SHC included

Virtual visits may be substituted for onsite visits only upon request of the Member.

- B. Business Reviews. Business reviews and agendas will be dictated by the Member; however, at a minimum, it is expected that the Vendor will discuss and provide information on: sales data, financials, raw and adjusted service levels, product activity of interest to the Member, savings opportunities, and compliance. Fifteen (15) days after the Quarter ends, the Vendor will provide an Excel document that detail by dedicated account representative and State, all Members that had quarterly business reviews. The document should include Member Name, Member Account Number, MMCAP Infuse ID of parent account at minimum, the date the business review occurred and who attended. If the business review is not held in person or virtually, detail the reason for having an emailed business review. The Vendor will provide the SHC at least fifteen (15) days' notice of any Member business review and will work in good faith to coordinate joint visits when possible. If a SHC cannot make the review, the Vendor will provide the SHC a summary of the meeting, including any slides, within ten (10) days.
- C. QBR and SHC Engagement Report: The Vendor will provide to MMCAP Infuse a quarterly report on or before the fifteenth (15th) of the month following the end of the quarter. It must be in an excel format and sent to: mmcap.infuse@state.mn.us. The required fields for the quarterly report are sent forth on **Attachment F, Table 22.**

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- 8.4 **MMCAP Infuse Reviews.** Additionally, Vendor will perform quarterly in-person business review with MMCAP Infuse. 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. Annually Vendor and MMCAP Infuse agree to conduct an in-depth Agreement review, to determine areas of non-compliance for the Vendor. The review will be done annually, with the due date tied to the anniversary date of the effective Agreement.
- 8.5 **Customer Service Department.** Vendor must maintain a toll-free customer service center that covers all the U.S. time zone's business hours (Monday to Friday, 7:00 a.m. to 6:00 p.m., except for Holidays) and have a system to respond to emergency calls during its non-operational hours. The center must be capable of responding to telephone or electronic message inquiries (email, or text inquiries, from hand-held messaging devices); contact information will be provided to Members as part of the onboarding process. Customer support is centralized in national call centers located in the United States. Vendor's overseas call center may be used only for business continuity situations, unless approved in writing by MMCAP Infuse. Vendor will provide prompt notice of any overseas call center use and will provide a monthly report to MMCAP Infuse detailing the number of calls going to the overseas call center. Access to customer service representatives with principal responsibilities in the areas of order entry, Drop Shipment ordering, stocking issues, and general customer service requests. Vendor's customer service can be reached toll free at 866-641-1199, by fax at 866-551-0530, or by e-mail at pharma-government-customerservice@cardinalhealth.com. Faxed orders should include Member account number, CIN and/or NDC, quantity, and PO if applicable. Vendor's technical support is available from 7:00 a.m. – 8:00 p.m. ET, Monday through Friday, by calling 1-833-518-4555. Vendor's technical staff on site will check voicemail every hour and will respond in the order the voicemail is received. From 8:00 p.m. until 7:00 a.m. ET and on weekends, the line will transfer to an off-shore Vendor staff member. Additionally, any customer service representative must have the experience and training to respond to an inquiry. If a Member has an account representative, the requirements in this Paragraph can be met by them.
- 8.6 **Annual Member Survey.** Vendor will solicit an MMCAP Infuse pre-approved, annual survey to all Members that utilize Vendor's services under the Agreement. The results will be provided to MMCAP Infuse in a summary report using the Net Promotor Score mechanism. The score may range from -100 to 100 and any score below 40 will require an action plan from the Vendor to address deficiencies and Vendor will present status updates to MMCAP Infuse.
- 8.7 **Business Continuity.** Upon request, the Vendor will work with the Member to develop a list of Products that would be needed in the event of an emergency. The plan would specify how the Vendor will ensure the Member would continue to receive medications during an emergency. At a minimum, the plan will contain:
- A. Back-Up locations for the Member's distribution center
 - B. Customer support contact information
 - C. 3PL Plan
- 8.8 **Authorized Subcontractors.** If the Vendor wants to change any Authorized Subcontractors during the Agreement Term, the Vendor must provide at least thirty (30) days' notice when possible. The list of Authorized Subcontractors must include the subcontractor's full legal name, legal address, and FEIN. MMCAP Infuse reserves the right to reject any federally or state disbarred subcontractors on the Vendor's Authorized Subcontractor list. Additionally, if the Vendor or Authorized Subcontractor changes any forms it requires the Members to sign to obtain the Service, the Vendor must provide the new forms to MMCAP Infuse the new forms with thirty (30) days advance notice when possible.

ARTICLE IX

WARRANTS, COVENANTS, AND DUTIES OF VENDOR

- 9.1 **Covenant of Laws.** Vendor, MMCAP Infuse, and each Member shall comply with all state and federal laws, as applicable, in the performance of this Agreement.
- 9.2 **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. Each Member shall have in place prior to their Onboarding Date, and must maintain for the life of the Agreement, all current licenses, permits and registrations required by state and federal agencies. Each Member must make such documentation available upon request by Vendor.
- 9.3 **FDA-Certified Drug Application.** For all Products sold and distributed by Vendor, the Vendor guarantees to furnish Products that have not been adulterated or misbranded by Vendor 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.
- 9.4 **cGMP.** Vendor certifies that it is in compliance, to the extent applicable, with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) and the current United States Food, Drug, and Cosmetic Act for any Products it sells or distributes. Vendor should screen all manufacturers with which it contracts to ensure they

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mmcap.com/contact-us>

also comply with these regulations. If the Vendor is notified of a 483 or similar type warning letter for the supplier of any Source Program Product, it must be provided to MMCAP Infuse within ten (10) days of receipt by Vendor.

- 9.5 **National Association of Boards of Pharmacy (NABP) Accreditation.** Vendor must maintain accreditation with NABP. If Vendor's accreditation lapses, Vendor must notify MMCAP Infuse within three (3) business days.
- 9.6 **DSCSA.** If the Vendor is selling pharmaceuticals to the Membership under this Agreement, Vendor will maintain DSCSA licensing standards to be classified as an Authorized Trading Partner (as defined by the FDA) and will only conduct business with other Authorized Trading Partners and will ensure all standards are met in regard to Product Verification (as defined by the FDA). If there is a licensing standard issue, the Vendor will provide written notification to MMCAP Infuse within five (5) days of becoming aware of the issue. The Vendor will retain all serialized transaction information and transaction statement data per the requirements specified by the DSCSA, for a minimum of six (6) years regardless of whether the Member continues to utilize Vendor's services. Access to the data will be provided to Members within forty-eight (48) hours at no charge within a web portal managed by the Vendor or by contacting the customer service department. Vendor will also provide this information via EPCIS to any DSCSA data management service provider at no charge to the Member.
- 9.7 **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 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.
- 9.8 **Indemnification.** Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. This clause will not be construed to bar any legal remedies Vendor may have for the MMCAP Infuse's failure to fulfill its obligation under this Agreement. Vendor will defend and hold harmless MMCAP Infuse, the MMCAP Infuse Members, including their agents, directors, employees, and agents from and against all claims, loss, liability, damage, costs and expenses (including reasonable attorneys' fees and legal costs), causes of action, suits, demands, or judgements arising out of third party claims for damages to the extent caused by Vendor's:
- A. Intentional, willful, or negligent acts or omissions;
- B. Actions that give rise to strict liability;
- C. Breach of contract; or
- D. Breach of warranty.
- The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the MMCAP Infuse's or a Member's negligence.
- 9.9 **Limitation of Liability.** VENDOR WILL NOT BE LIABLE TO THE STATE, MMCAP INFUSE, ANY MMCAP INFUSE MEMBER OR ANY MMCAP INFUSE PARTICIPATING MEMBER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL CLAIMS, LIABILITIES OR DAMAGES, WITH THE EXCEPTION OF THOSE ITEMS DENOTED IN PARAGRAPH 9.8.
- 9.10 **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.
- 9.11 **Warranty.** Vendor will transfer to Members (on a non-exclusive basis) any representations and warranties made by the manufacturers of the products to the extent that such representations and warranties are assignable by Vendor, and will cooperate with all reasonable requests made by MMCAP Infuse and/or Member to enforce such representations and warranties against such manufacturers. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, VENDOR RESERVES ITS OWN RIGHTS UNDER SUCH REPRESENTATIONS AND WARRANTIES MADE BY SUCH MANUFACTURERS AND THE REMEDIES AVAILABLE TO IT FOR ANY BREACH OF SUCH REPRESENTATIONS AND WARRANTIES BY THE MANUFACTURERS. UNLESS PROHIBITED BY LAW AND EXCEPT FOR PRODUCTS MANUFACTURED BY (A) VENDOR; (B) AN AFFILIATE OR SUBSIDIARY OF VENDOR; OR (C) PARENT OF VENDOR; VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE X

ADMINISTRATIVE FEE AND ADDITIONAL REPORTING

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

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

the "safe harbor regulations" set forth in 42 C.F.R. Section 1001.952. MMCAP Infuse is a government purchasing cooperative under Minnesota Statute 16C.105 and collects an administrative fee under 16C.11.

10.2 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all purchases of all Contracted Items made by Members except for Non-Contracted Products and 340B, PHS, or ADAP sales or prime vendor DSH sales.

- A. Vendor will submit monthly Administrative Fee data for all sales made through Vendor and the Vendor's Specialty Products Distribution division on one report. Failure to comply with this provision may constitute breach of this Contract.
- B. 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

- C. Vendor shall not be required to pay Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.

10.3 **Administrative Fee and Sales Reporting.** The Vendor must submit a monthly (1) administrative fee data report and (2) sales data report.

- A. **Administrative Fee Data Report.** The monthly administrative fee data report must contain the fields detailed below. All administrative fee data reports must be sent to: mmcap.infuse@state.mn.us by the twentieth (20th) of the month. The Vendor will provide a dedicated person to prepare and provide this report on a monthly basis.

- i. Administrative Fee Data Report fields:

- a. MMCAP Infuse Assigned Authorized Vendor Number (Cardinal Health 110/112 = 0301)
 - b. MMCAP Infuse Assigned Manufacturer Number (for MMCAP Infuse Products)
 - c. Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
 - d. Invoice Date (Point of Sale Date)
 - e. Invoice Number
 - f. MMCAP Infuse Member
 - g. Vendor's Account Number for the MMCAP Infuse Member
 - h. MMCAP Infuse Member DEA Number, if applicable
 - i. MMCAP Infuse Member HIN Number, if applicable
 - j. MMCAP Infuse Member Address
 - k. MMCAP Infuse Member City
 - l. MMCAP Infuse Member State
 - m. Product's NDC (Use all eleven (11) digits (00076888888))
 - n. Product Name (e.g. Acetaminophen with Codeine, Acticin Cream 5%)
 - o. Credit Indicator (C = credit)
 - p. Contracted Units (The number of units purchased on contract.)
 - q. MMCAP Infuse Contracted Unit Price
 - r. Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.030))
 - s. Vendor Contracted Sales (Contracted Units * Contracted Unit Price. Report in dollars)
 - t. Administrative Fee Payment Amount (Administrative Fee Decimal Percentage * Vendor Contracted Sales. Report in dollars)

- B. Sales Data Usage Reports. Vendor will supply to MMCAP Infuse monthly sales data on or before the tenth (10th) day of the subsequent calendar month. The report MUST include every Product transaction between the Vendor and the Membership, including those transactions that come through the Vendor's Specialty Distribution, have Non-Contract Products, and Auxiliary Status transactions. The report MUST include the information set forth on **Attachment F, Table 1**. Vendor must submit a separate sales data report for Primary Vendor sales and one for Auxiliary Status sales. Vendor will submit a separate sales data report for Specialty Distribution Products for both Primary Vendor sales and for Auxiliary Status sales.

10.4 **COG Discount Report:** The Vendor will provide to MMCAP Infuse a quarterly report detailing applicable COG for each Member based on payment terms and purchase volume. Report is to be provided not later than the twentieth (20th) of the month following the end of the quarter, for an effective date of the last day of the month following the end of the quarter. For example, Q1 of a fiscal year is July – September. The updated COG Discount Report is due to MMCAP Infuse no later than October 20th, for an effective date of November 1st. It must be in an excel format and sent to: mmcap.infuse@state.mn.us. The required fields for the quarterly report are set forth on **Attachment F, Table 8**.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- 10.5 **Other Discounts.** If Vendor is providing additional Discounts beyond the COG to Members, this must be disclosed to MMCAP Infuse on a quarterly basis. The report requirements are on **Attachment F, Table 23**.
- 10.6 **Fees Charged to Members.** Monthly, the Vendor must provide MMCAP Infuse a report that documents any miscellaneous fees charged to a Member, not directly related to Product cost. The report requirements are on **Attachment F, Table 24**.
- 10.7 **Reporting Tools.** For no additional charge or subscription fee, the Vendor agrees to provide online electronic access to all purchasing data history to MMCAP Infuse and purchasing Members. The unlocked data provided by the Vendor must be able to be filtered and sorted by MMCAP Infuse and the Members; it also must be able to download and manipulate the data in a "XLSX" format.
- A. **Required Reports.** At a minimum, the Vendor will be required to provide the following reports during business reviews and/or on-line reporting tools to each Member:
- i. Total purchase history by dollars and Units by individual item (e.g., NDC, SKU, supplier, generic name, and/or label name)
 - ii. 80/20 Purchase Summary report showing the fastest moving and highest dollar items
 - iii. Manufacturer Backorder reporting
 - iv. Missed cost saving opportunities showing contract alternatives
 - v. Therapeutic interchange analysis
 - vi. Brand to Generic saving analysis
 - vii. Cost/budgeting analysis
 - viii. Savings opportunity reports associated with the use of MMCAP Infuse Contract Products or other alternative contracts
 - ix. Price change reports showing all products with associated cost changes by dollar and percentage
 - x. Invoice reports, which can be selected by invoice number, account number, purchase order number, or at billing statement intervals and show credits and rebills performed by the Vendor including original purchase price, rebilled date, rebilled contract, and reason code.
 - xi. Drug usage by AHFS category, with percentages
 - xii. Reports breakdown by Brand, Generic, Source Program, 340B, MMCAP Infuse Products, Member-negotiated Products, and Non-Contract Products.
 - xiii. Any additional reports will be made available to the Member upon request at no charge.
- B. **Advanced Reporting.** Vendor will make any advanced reporting that does not require customization for the Member to be made available at no charge to all Members. There will be no minimum monthly purchase limits and no maximum number of users with access to any unique account. If the Member utilizes multiple buying groups, these purchases will also be included in the Advanced Reporting capabilities. Advanced Reporting will be turned on automatically for all Members at time of onboarding. Members will receive training, upon request, on how to utilize advanced reporting. Additional Members may request additional training or receive ongoing training via electronic means.
- C. **Customized Member Requests.** A Member may request additional reporting from the Vendor at no cost to the Member.
- 10.8 **Due Date.** Unless otherwise specified, all monthly reports are due by the tenth (10th) day of the following month. Unless otherwise specified, all quarterly reports are due by the tenth (10th) day of the month following the end of the calendar quarter.

ARTICLE XI

INTELLECTUAL PROPERTY

- 11.1 **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 (i) release state specific data to an MMCAP Infuse Member's State primary contact; (ii) release any of the above data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (iii) to release any of the above data to other MMCAP Infuse-approved third parties, when necessary for the performance of this Agreement; (iv) to provide MMCAP Infuse Member purchase data to aggregators, including IQVIA 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 (v) to provide MMCAP Infuse Member purchase data to other group purchasing organizations of which the MMCAP Infuse Member is also a member, provided such data will not include MMCAP Infuse-identifiable data. Any MMCAP Infuse identifiable data provided hereunder to a third party must identify the data as MMCAP Infuse data and subject to Minn. Stat. Ch. 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP Infuse or an MMCAP Infuse Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.
- 11.2 **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

Accurate as of January 15, 2026

The most current version

<https://mms.mmcapifuse-mn.gov/contract/documents>

- 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
- 11.3 **Pre-Existing Intellectual Property.** MMCAP Infuse and Vendor shall each retain ownership of, and all right and title and interest in and to, their respective pre-existing intellectual property. Vendor grants to State an unlimited, royalty-free, paid up, perpetual, non-exclusive, irrevocable, non-transferable license to use any pre-existing Vendor intellectual property, including marketing materials and materials contained in solicitation responses provided by Vendor to MMCAP Infuse or an MMCAP Infuse Member. The aforementioned license is solely for use by MMCAP Infuse and MMCAP Infuse Members, and their agents related to an internal business or governmental purposes
- 11.4 **Intellectual Property Indemnification.** Except as otherwise set forth below, Vendor warrants that any materials, software or products produced by Vendor will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP Infuse, MMCAP Infuse will promptly notify Vendor. Vendor, at its own expense, will indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless MMCAP Infuse against any loss, cost, expense, or liability (including reasonable legal fees) arising out of such a claim, whether or not such claim is successful against MMCAP Infuse. If such a claim has occurred, or in the Vendor's opinion is likely to occur, the Vendor will either procure for MMCAP Infuse the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to MMCAP Infuse is not reasonably available, MMCAP Infuse will return the materials or products to the Vendor, upon written request of the Vendor and at the Vendor's expense. This remedy is in addition to any other remedy provided by law. In the event of a third party claim of infringement by any material, software or product provided by Vendor or utilized by Vendor in the performance of this Agreement, but produced by a third party, Vendor's indemnification obligations set forth in Paragraph 9.8 shall apply to the extent that the third party's indemnification obligation to the Vendor is available to MMCAP Infuse or Vendor will assist MMCAP Infuse in tender of such claim directly to the manufacturer of such material, software or product.
- 11.5 **Publicity and Endorsement.** Any publicity regarding the subject matter of this Agreement must identify MMCAP Infuse as a sponsoring or endorsing agency and must not be released without prior written approval from MMCAP Infuse. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.
- A. Marketing. Any direct advertising, marketing, or direct offers with Members must be approved by MMCAP Infuse. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP Infuse may reject any proposal submitted by the Vendor in any subsequent solicitations for awards. Vendor will limit any marketing directly to Members, including through Vendor's Ordering System, to Products and/or Services under this Agreement.
- B. Endorsement. The Vendor must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services, nor may MMCAP Infuse claim that the Vendor endorses its products or services.

ARTICLE XII

INSURANCE

- 12.1 **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.-In the event that a court of competent jurisdiction orders Vendor to disclose its insurance policy(ies) in connection with discovery during litigation brought as a result of a dispute between the parties, Vendor agrees to adhere to such court's order with respect to disclosure of such policy(ies)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.
- 12.2 **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 ten (10) 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 notification of Self-Insurance must be attached;
- E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

- F. Vendor's insurance companies must either (i) 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 (ii) 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.

12.3 **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. One Hundred Thousand Dollars (\$100,000.00) – Bodily Injury by Disease per employee
- ii. Five Hundred Thousand Dollars (\$500,000.00) – Bodily Injury by Disease aggregate
- iii. One Hundred Thousand Dollars (\$100,000.00) – 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 statutory requirements, 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. Five Million Dollars (\$5,000,000.00) per occurrence
- ii. Five Million Dollars (\$5,000,000.00) – annual aggregate
- iii. 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. MMCAP Infuse named as an Additional Insured, to the extent permitted by law

- C. Products and Completed Operations Liability Insurance. Vendor is required to maintain insurance protecting it from claims for damages for bodily injury related to Products involved under this Agreement. Insurance minimum limits are as follows:

- i. Five Million Dollars (\$5,000,000.00) per occurrence
- ii. Five Million Dollars (\$5,000,000.00) – annual aggregate

- D. 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. Two Million Dollars (\$2,000,000.00) per occurrence
- ii. Two Million Dollars (\$2,000,000.00) – annual aggregate

- E. 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. Two Million Dollars (\$2,000,000.00) per occurrence
- ii. Two Million Dollars (\$2,000,000.00) – annual aggregate

- iii. **Self-Insurance.** The parties hereby acknowledge and agree that Vendor may self-insure and self-administer all or any portion of the required insurance, and to the extent that Vendor does self-insure, such insurance will not be deemed to exceed the scope of coverage and/or limits that would have been provided in an actual policy of insurance that satisfies the insurance requirements set forth in this **Article XII**. Further, no insurance coverage maintained by Vendor, whether self-insurance or otherwise, will be construed to expand any indemnification obligations that may be contained in this Agreement.

Accurate as of January 15, 2026

The most current version

<https://members.infusemn.com/contract-documents>**ARTICLE XIII
GENERAL TERMS**

- 13.1 **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. Either party must notify the other of a change in address for notification purposes.
- 13.2 **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 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 to a Member.
- A. **Invoice and Pricing Audit.** MMCAP Infuse and Members served by this Agreement may periodically audit validity of invoice pricing. Unless otherwise required by law(s), rule(s), and regulations(s) each individual Member may audit no more than twice in any twelve (12) month period following thirty (30) day's advance written notice to Vendor. Such audits may be conducted only during ordinary business hours. Subject to applicable law(s), rule(s), and regulation(s), as determined by Members and MMCAP Infuse, any such review will be limited to twelve (12) months of historical information as of the date of such review begins. Additionally, subject to applicable government data practices statutes prepared by Vendor and signed by the applicable Member who will have access to the information prior to beginning the review. Compliance with and the applicability of the law(s), statute(s), rule(s), and regulation(s) is determined by the auditing Member and/or MMCAP Infuse.
- 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.
- 13.3 **Assignment.** The Vendor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP Infuse, which consent shall not be unreasonably withheld, and a fully executed assignment agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office. MMCAP Infuse may not assign or transfer any rights or obligations under this Agreement to any entity outside the State of Minnesota executive branch, without the prior consent of Vendor, which consent shall not be unreasonably withheld, and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 13.4 **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.
- 13.5 **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 System, Purchase Orders, website use of terms, and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the provisions of this Agreement are inconsistent, or are modified, diminished, or derogated with any of the terms and provisions of the aforementioned legal documents in this Paragraph, this Agreement will supersede and govern. MMCAP Infuse does not agree to or be bound by any additional terms and conditions between the Vendor and Member.
- A. **Purchase Orders and MPA.** In respect to the relationship between the Vendor and Member, a Purchase Order and/or MPA may override certain aspects of this Agreement under narrow circumstances outlined and specified in the aforementioned documents.
- 13.6 **Counterparts and Electronic Signature.** The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. 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.
- 13.7 **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.
- 13.8 **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.
- 13.9 **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.

SIGNATURE PAGE TO FOLLOW

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/content/documents>**VENDOR: Cardinal Health 110, LLC &
Cardinal Health 112, LLC**

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

Name: Ryan Kluczynski DocuSigned by:
Signature: *Ryan Kluczynski*
Title: SVP - Strategic Accounts
Date: 6/29/2024

STATE OF MINNESOTA FOR MMCAP

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

Name: Krista McQuaid DocuSigned by:
Signature: *Krista McQuaid*
Date: 6/30/2024

COMMISSIONER OF ADMINISTRATION

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

Name: Michelle Korpela DocuSigned by:
Signature: *Michelle Korpela*
Date: 6/30/2024

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Accurate as of January 15, 2026

The most current version

<https://members.informamark.org/contract-documents>

**ATTACHMENT A-1
COG Matrices**

All Attachment A's are classified as trade secrets and are confidential under the following terms:

During the term of this Agreement, MMCAP Infuse and the Vendor agree to make best effort to keep the Attachment A's non-public. If disclosure of an Attachment A is requested from a party (**Disclosing Party**), notification of such request will be sent immediately to the other party (**Approving Party**). The Approving Party will acknowledge receipt of the notification within five (5) business days, or the Disclosing Party will be free to release the information. Upon notification to the Approving Party, that party at its own expense, may pursue an action to enjoin the disclosure of information considered by the Approving Party to be "confidential information." Without prior notice, a party may release the information to the following:

- A. MMCAP Infuse Members;
- B. Other third parties under non-disclosure agreement or contract with the party to perform specific tasks such as auditing and data analysis; and
- C. Member State Attorneys General or auditors requiring contract or Pricing data to perform their duties.

State Monthly Average COG Discount (State COG)

This is the discount that applies to each traditional distribution purchase made in the applicable State using the Member's WAPD.

Vendor is willing to offer full COG Discounts on all products excluding Specialty Carve Out Pharmaceuticals, which will be priced in accordance with Attachment A-2, Specialty Products, non-contract Bulky and Apexus Generic Portfolio.

"Total Contract Cost" means Members' total cost for all Brand Rx Products (excluding drop shipped Products and any Brand Rx Products purchased through SPD) that are purchased under this Agreement, prior to the application of any discounts or rebates. For purposes of calculating "Total Contract Cost," if a Brand Rx Product is subject to a manufacturer contract, Member's purchase price for the item under the manufacturer contract at the time the Member's order is submitted to Vendor, prior to the application of any discounts or rebates, will be the price used in the calculation. However, if a Brand Rx Product is NOT subject to a manufacturer contract, the WAC at the time the Member's order is submitted to Vendor, prior to the application of any discounts or rebates, will be the price used in the calculation.

"Total Wholesale Acquisition Cost" means the total cost Members would have paid for all Brand Rx Products (excluding drop shipped Products and any Brand Rx Products purchased through SPD) purchased under this Agreement if Members had paid the WAC at the time the Member's order is submitted to Vendor for each such item, prior to the application of any discounts or rebates.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

"Utilization Percentage" means the percentage by which the Total Contract Cost for all Brand Rx Products (excluding drop shipped Products and any Brand Rx Products purchased through SPD) purchased by Members under this Agreement during the applicable period is less than the Total Wholesale Acquisition Cost. Utilization Percentage is calculated by (1) determining the difference between all Total Wholesale Acquisition Cost for the applicable period and Total Contract Cost for the applicable period, and then (2) dividing that difference by Total Wholesale Acquisition Cost for the applicable period.

The Vendor will report on Utilization Percentage to MMCAP Infuse along with the quarterly COG Discount Report.

Application of COG Matrix:



¹ COG discounts will not be applied to the Apexus Generic Portfolio for those Members who are eligible.

COG discounts as specified in the COG Matrix are based on the previous quarter's payment performance (WAPD), Total MMCAP Infuse Membership Utilization Percentage, and sales volume for each state. Vendor will be allowed to change Members' COG discounts four (4) times annually within thirty (30) calendar days after the close of each fiscal quarter (e.g., COG discounts for January through March must be changed by April 30th). If Vendor does not make changes to the COG discounts within thirty (30) calendar days, Vendor will be required to make the changes that positively impact Members and backdate those changes to the first day of the quarter, but will not be allowed to make changes to those accounts that are negatively impacted until the next fiscal quarter.

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

Thirty (30) Day Pre-Pay:

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

Option #2: Pre-Pay Draw – A deposit made monthly equal to either previous three (3) months average OR previous one (1) month's purchases, whichever is greater is due by the twenty-third (23rd) of the previous month. Following the close of the month, monthly reconciliation and true up process is conducted to determine any over payment/underpayment and determine next month's pre-pay payment and will be applied to the coming month's balance.

Fifteen (15) Day Pre-Pay:

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

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

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mm.com/contract/documents>

Seven (7) Day Pre-Pay:

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

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

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

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

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

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

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

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

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

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

MMCAP Infuse Program Annual Volume Incentive (MMCAP Infuse COG)

This discount applies to each traditional distributional purchase by each Member; this is an addition to the State COG.



THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>**ATTACHMENT A-2**
Further Discounts

Notwithstanding any other provision in the Agreement or this Pricing Matrix, the purchase price for "Specialty Carve Out Pharmaceuticals" shall equal Vendor's cost minus [REDACTED] (unless COG Discount, is less). As used herein, "**Specialty Carve Out Pharmaceuticals**" will mean those branded and biosimilar Rx Products included under the AHFS Drug Classifications for the following treatment category: Hepatitis C (excluding such branded or biosimilar Rx Products that are drop-shipped, purchased from or through SPD. Any newly launched branded or biosimilar Rx Products that is added to one of the AHFS Drug Classifications listed below, or any branded or biosimilar Rx Products that is reclassified under one of the AHFS Drug Classifications listed above, shall be a Specialty Carve Out Pharmaceutical.

Quarterly Specialty Rebate. Members are eligible to earn a quarterly rebate (the "Quarterly Specialty Rebate") based on the Members' Rebate Utilization Percentage (as defined below) and the Members' net purchases of Specialty Carve Out Pharmaceuticals and Products purchased through SPD (together the "Quarterly Specialty Spend") and paid for under the terms of this Agreement during the applicable calendar quarter. The amount of a given Quarterly Specialty Rebate will be calculated by multiplying Member's net purchases of Specialty Carve Out Pharmaceuticals and Products purchased through SPD by the applicable rebate percentage for the applicable calendar quarter in accordance with the table below. The Quarterly Specialty Rebate shall be calculated by Vendor and provided to MMCAP Infuse, if applicable, within thirty (30) days after the end of the applicable quarter. The Quarterly Specialty Rebate will be dispersed to Members in accordance with direction from MMCAP Infuse in the form of a credit memorandum through the Vendor. The Vendor will provide a quarterly report to accompany the Quarterly Specialty Rebate payment to MMCAP Infuse. The reporting requirements are outlined in **Attachment F, Table 25**. The amount of a given Quarterly Specialty Rebate shall be determined in accordance with the following table



"Total Contract Cost", for purposes of the Quarterly Specialty Rebate, means Members' total cost for all Specialty Carve Out Pharmaceuticals and Products purchased through SPD ("Specialty Rebate Products") that are purchased under this Agreement, prior to the application of any discounts or rebates. For purposes of calculating "Total Contract Cost," if a Specialty Rebate Product is subject to a manufacturer contract, Member's purchase price for the item under the manufacturer contract at the time the Member's order is submitted to Vendor, prior to the application of any discounts or rebates, will be the price used in the calculation. However, if a Specialty Rebate Product is NOT subject to a manufacturer contract, the WAC at the time the Member's order is submitted to Vendor, prior to the application of any discounts or rebates, will be the price used in the calculation.

"Total Wholesale Acquisition Cost", for purposes of the Quarterly Specialty Rebate, means the total cost Members would have paid for all Specialty Rebate Products purchased under this Agreement if Members had paid the WAC at the time the Member's order is submitted to Vendor for each such item, prior to the application of any discounts or rebates.

Accurate as of January 15, 2026

The most current version

<https://members.infusa-mn.gov/contract-documents>

"Members' Rebate Utilization Percentage" means the percentage by which the Total Contract Cost for all Specialty Rebate Products purchased by Members under this Agreement during the applicable period is less than the Total Wholesale Acquisition Cost at the time of order. Members' Rebate Utilization Percentage is calculated by (1) determining the difference between all Total Wholesale Acquisition Cost at the time of order for the applicable period and Total Contract Cost for the applicable period, and then (2) dividing that difference by Total Wholesale Acquisition Cost at the time of order, for the applicable period. The equation is detailed below:

$$(\text{Total WAC at the time of order} - \text{Total Contract Cost}) / \text{Total WAC at Time of Order}$$

Disclosure by Vendor. The Quarterly Specialty Rebate constitutes a "discount or other reduction in price," as such terms are defined under the Medicare / Medicaid Anti-Kickback Statute (42 U.S.C. § 1320a 7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h)), on the applicable products purchased by Member under the terms of this Agreement. Member may have an obligation to accurately report, under any state or federal program which provides cost or charge based reimbursement for the products or services covered by this Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Member.

The Quarterly Specialty Rebate structure will be reassessed at time of extension of the Agreement.

ATTACHMENT B
Services

Access to these services is through Pharmacy Distribution (PD) or an affiliate. Information regarding these services, is provided on Order Express ordering platform, CardinalHealth.com or through account representative. The below prices are subject to change. The following services may be subject to separate terms and conditions with the associated business unit which may require a separate agreement with Vendor or the affiliated business.

Products and Distribution Services	Cost
------------------------------------	------

Cardinal Health OptiFreight Logistics

Tiered pricing based on volume

Help optimize the flow of packages and ship at best value.

Email: OptiFreight-pharmacy@cardinalhealth.com

Consumer Health Services	Cost
--------------------------	------

Front-end Reimbursement Programs

Designed to grow sales and maximize profitability when manufacturers fund promotions.

- Point of Sale Smart Reports
- Monthly Promotional Circular and in-store Specials
- End Caps
- Buck in a Basket
- Third-party Merchandise Services

Front-end Product Management

Offers pricing strategies and data-based planograms.



Completely Upfront Monthly Planner

Assists with front-end strategy, category news, merchandising tips, industry updates and market trends.

First Placement

New product launches delivered straight to pharmacy, at launch. Avoid missing new products and potential sales.

LEADER Vitamin Club

Enrolled customers, get a free bottle of vitamins each month.



Ordering and Inventory Services	Cost
---------------------------------	------

Ordering Channels

Automated Purchase Order Import

Streamlines ordering process, by automatically loading orders from software system into Order Express shopping cart

Order Express Mobile App

Complete day-to-day ordering tasks, receiving and inventory directly from mobile device.

Mobile Lease Devices

Lease modern QS-22 handheld device for physical inventory, receiving and ordering. Safe and secure device, to protect PHI data as well as accurate scanning.

[REDACTED]

Cardinal Health Inventory Manager

[REDACTED]

[REDACTED]

or

[REDACTED]

[REDACTED]

Web-based automated solution. Helps remove excess inventory and improve turns, while recommending ordering needs based on usage and demand.

Retail independent and retail chains

[REDACTED]

Long-term care and acute outpatient

[REDACTED]

Patient Care Solutions Services		Cost	
Cardinal Health Medical Benefit Billing			
Assists with bill, track and reconcile medical benefit claims, in real time. Integrated with central pay and reconciliation portal, providing consolidated view of pharmacy and medical benefit claims.	Level 1 claim:		
	Level 2 claim:		
	Base:		per month plus per claim fees
	Advanced:		per month plus per claim fees
Cardinal Health Point-of-Care Testing Program			
Access to discounted tests, analyzers and supplies. Offers training, printable patient screening and results forms, and continuing education.			per month - Resource center only
			per month - Collaborative practice agreement and resource center
Immunizations - Specialized care center			
Customizable solutions to help with immunizations and provides access to immunization-specific, physician-signed protocols to follow.			per year
Immunizations - Collaborative practice agreements			
Customizable solutions to help with immunizations and provides access to immunization-specific, physician-signed protocols to follow.			
Dispill-USA Multi-dose Packaging			

Low-cost compliance packaging system. Ensures patients take the right dose of the right medication at the right time. Helps improve medication adherence.

Pharmacy Ownership Services	Cost
-----------------------------	------

Medicine Shoppe International, Inc.

per month flat fee (core franchise package)

Pharmacy Transition Services

Prepares for succession planning.

Business Optimization Services	Cost
--------------------------------	------

Cardinal Health Pharmacy Marketing Advantage Program

Digital platform that equips pharmacies with tools to reach patients where they are through web, mobile app, email and social media. Solution to share content and process prescription refills.

Retail Independents:

Franchise Owners:

Included in rate for franchise owners

Add-on features priced:

Cardinal Health Pharmacy Marketing Advantage Commerce Program

Expand consumer-goods presence.

per month per location

Cardinal Health Pharmacy Marketing Advantage PLUS Program

Online commerce to expand capacity to sell OTC products.

per month per location

Modern Payments Processing

Offers a modern payment platform, to easily track sales and payment transactions.

Or

for payment terminal per month with Square financing

Prescription Editing

Enhance efficiencies, improve reimbursement accuracy and protect margins with software edits that evaluate prescription claims and provide financial and administrative reviews.

per transaction

Prescription Club

Prescription discount program.

<https://members.infuse-mn.gov/contract-documents>

per claim
transaction
fee

340B*Direct* Program

Monitors program performance and provides support, infrastructure, platform and experienced 340B personnel to help managed 340B.

PSAO Services

- Audit Assistance
- Automated MAC Advantage
- Central Pay
- Compliance Management Service
- EQuIPP Dashboard
- PBM Contracting

Cardinal Health Reconciliation

Manages third-party reimbursements.

Cardinal Health Reconciliation:

Cardinal Health Reconciliation +:

Cardinal Health Reimbursement Consulting Services

Identifies gaps in core business, improve reimbursement accuracy and mitigate audit risk while improving outcomes.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Accurate as of January 15, 2026

The most current version

Attachment C-1

<https://members.infuse-mn.gov/contract-documents>

Auxiliary Status Program

(Reserved)

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

ATTACHMENT C-2

**Prime Vendor Member Listing
(INTENTIONALLY LEFT BLANK)**

Accurate as of January 15, 2026

The most current version

ATTACHMENT D
<https://members.jruse-mn.gov/contract-documents>**Specialty Pharmacy Program Terms**

Unless other arrangements have been made with the Member's consent, all Specialty Products will ship according to the manufacturer guidelines. All refrigerated and frozen products will be shipped via next-day air.

For standard ground shipments, delivery is based on distance to the destination. (Specialty Distribution) will deliver the Merchandise F.O.B. Destination, with title and risk of loss passing to Member upon delivery, to the facilities in accordance with the general delivery schedules established from time to time by Cardinal Health Specialty Pharmaceutical Distribution (exclusive of holidays, etc.). Overnight delivery is available for normal delivery schedules at no additional charge, excluding drop ship items not delivered by (Specialty Distribution).

Ambient specialty product(s) will ship via ground delivery. In most instances, standard orders are delivered by 3 p.m. Upgrades to an earlier morning delivery time, by 8:30 or 10:30 a.m., are available for an additional charge.

Refrigerated and frozen products will be shipped via Priority Next Day Air. In most instances delivery times the next business day by 10:30 a.m. to most businesses in the contiguous U.S. and by 5:00 p.m. to some rural areas. Additional shipping upgrades to delivery are available upon request at an additional charge.

FedEx or other common carrier will typically deliver orders at the specified inside delivery point designated by the Member.

SPD can provide same-day access to critically needed drugs in the United States through the Emergency Drug Response Program, which is available 24/7/365.

Standard business hours for the SPD team are 7 a.m. to 6 p.m. Central Time, Monday through Friday, excluding major holidays, with live 24/7/365 coverage for emergency situations.

(Specialty Distribution) incurs all shipping fees for standard shipping. Additional costs may apply for expedited emergency and/or weekend deliveries.

All SPD purchases can be billed through Cardinal Health PD/Wholesale accounts. Unified billing simplifies the billing process by consolidating all purchases under one standard Purchase Order and a single invoice. No invoice fees are applied.

Vendor will update the product portfolio at least monthly and make it available on Vendor's website:

<https://www.cardinalhealth.com/content/dam/corp/web/documents/brochure/cardinalhealth-acute-product-portfolio.pdf>

Some products may have eligibility restrictions based on class of trade and other factors.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Accurate as of January 15, 2026

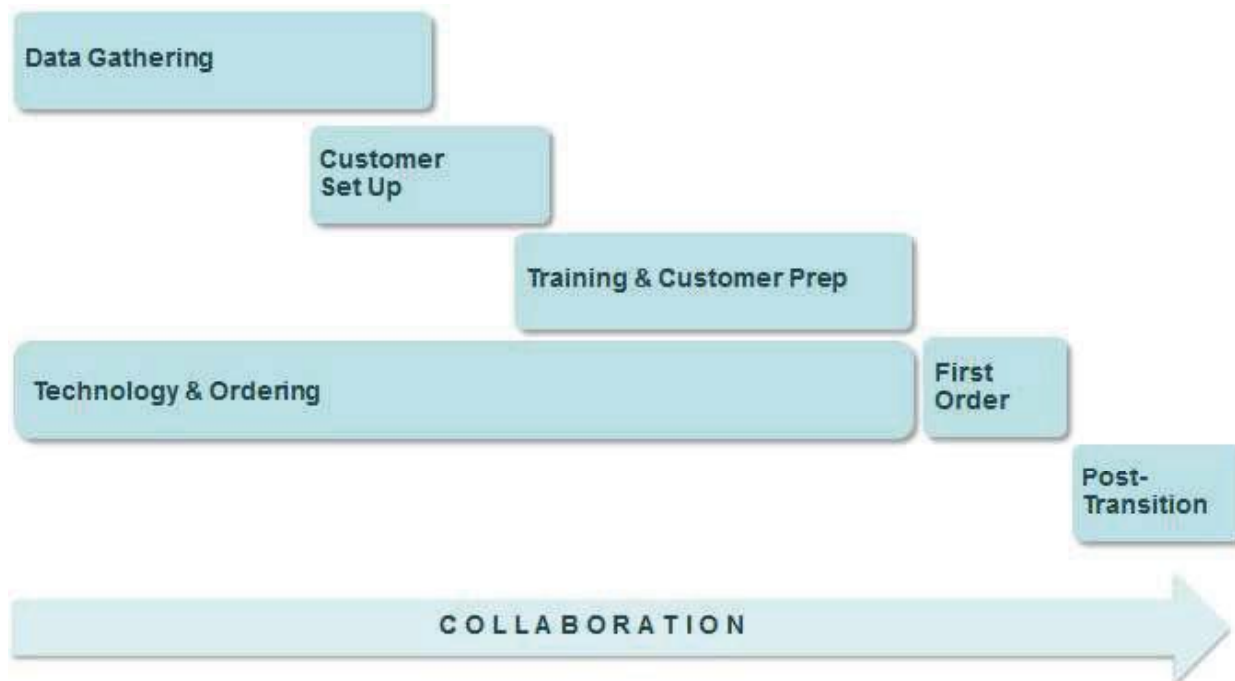
The most current version

ATTACHMENT E
<https://members.infuse-mn.gov/contract-documents>
Member Onboarding

Members must be onboarded at a one hundred percent (100.00%) operating level on the first (1st) day of the next available month; at no point will it take longer than sixty (60) days. One hundred percent (100.00%) operating level means:

1. All electronic ordering equipment will be installed and tested to ensure they are operational and will provide accurate and timely access to Vendor's Ordering System.
2. The Member has been trained on Vendor's policies and procedures, how to use Vendor's Ordering System, and how to access customer service.
3. Vendor has provided bar codes and shelf labels for Member.
4. Member is attached to all MMCAP Infuse Contract Products and Contract Pricing.
5. Inventory for the Member has been established and stocked in Member's applicable distribution center.
6. Routine Delivery Commitment Time has been established, communicated, and tested for the Member.
7. Establishment of all required licenses in the system so the Member can order without blocks.

Workstream:



Members need to provide:

1. New Account Setup Packet, which includes standard information related to: confirmation of MMCAP Infuse membership, bill-to, ship-to, contact information, Member registrations, delivery information, initial payment terms, EDI interfacing needs, Returned Goods Authorization, and the Letter of Authorization for practitioner license
2. A copy of the Member's or the practitioner's state license (if applicable – for Members completing the Letter of Authorization)
3. A copy of the Member's DEA license or State Controlled Substance License (if applicable)
4. Completion of the registrant questionnaire (if applicable - for Members adding a DEA license to the account)
5. A copy of the tax-exempt certificate (if applicable)
6. Completion of the Prison Restricted Items questionnaire (if applicable)
7. At least ninety (90) days of a Member's usage history upon setup
8. Additional service provider information relative to the Member's Vendor account (e.g., third-party repackaging needs or DSCSA subscription services)

No credit application will be required for Members. Once a new account number has been established for the Member, Vendor will validate the membership status with MMCAP Infuse utilizing the Membership roster provided by MMCAP Infuse and attach the appropriate base contracts. Communication will be sent out to manufacturers/suppliers to determine which additional tiered contracts for which the Member is eligible. Eligible contracts will be attached accordingly.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.org/contract-documents>**ATTACHMENT F****Reporting Requirements****Table 1: Required Data Fields for Sales Data Report (Paragraph 10.2(B))**

Excel Column	Required Data Field Full Name for Sales Data Report
A	MMCAP Infuse-assigned Member ID
B	MMCAP Infuse Member Name
C	Vendor Distribution Center Code
D	Vendor-assigned Account Number for MMCAP Infuse 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	Label Name/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 1= MMCAP Infuse Contract Product sale, 2=Alternate Contract, 3=Non-contract Product Sale
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	COG discount (99999.9999)
AH	Vendor contract ID the chargeback was submitted against
AI	Admin Fee
AJ	Credit Indicator (C for credit)
AK	MMCAP Infuse Assigned Vendor Code (Cardinal Health=0301)
AL	Manufacturer Name (MFG Name)
AM	Class of Trade
AN	340B Purchase
AO	Category
AP	Manufacturer Part Number

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

AQ	List Price
AR	UNSPSC Code (XXXXXXXX)
AS	UNSPSC Description
AT	GLN
AU	GTIN
AV	Order Date (MMDDYYYY)

Table 2: Discontinuation Report (Paragraph 1.1(F))

NDC
Manufacturer Name (MFG Name)
Label Name/Product Description
Strength (Required for pharmaceutical Products)
Packaging associated with NDC Number
Contract Price
Status/Reason (e.g., Mfg. Disc., Vendor Disc., DC Disc.)

Table 3: Change Report (Paragraph 1.1(K))

Vendor Number assigned to Vendor by MMCAP Infuse
Agreement Start Date
Agreement End Date
Manufacturer Agreement Number
Manufacturer Name
Vendor Product ID Number
Product Description
NDC (11 digit)
Packaging
Current Price
Previous Price
Effective Date
Change Type

Table 4: Catalog File (Vendor's system listing of MMCAP Infuse Contract Products and Pricing (Paragraph 1.1(L))

Vendor Name
Vendor Agreement Number
Manufacturer Name (MFG Name)
Contract Type (GPO driven or supplier driven)
Manufacturer Contract Number
Vendor Item Number
UPC
Item Description
NDC
Form
Size
Unit of Measure
Contract Price
Manufacturer Contract Start Date
Manufacturer Contract End Date
Type of Item (example, RX, OTC)

Accurate as of January 15, 2026

The most current version

Table 5: From To Report (Paragraph 1.2(B))
<https://members.infuse-mn.gov/contract-documents>

Current NDC
MMCAP Infuse Manufacturer Contract Number
Contract Begin Date
Contract End Date
Supplier/Manufacturer Name
Generic Description
Trade Description
Manufacturer Name (MFG Name)
GCN Sequence Number
Packaging
GNN
MMCAP Infuse Contract Price
New Contract Report Date
New NDC
Same NDC (True/False)
Trade Name
Generic Name
Unit Cost
MMCAP Infuse Manufacturer Contract Number
MMCAP Infuse Manufacturer PO #
New Supplier/Manufacturer Name
New Manufacturer Name (MFG Name)
Strength (Required for pharmaceutical Products)
Form
Unit Dose (Required for pharmaceutical Products)
Unit
Pack Size
Case Size
GCN Sequence Number
Packaging
ePro WAC
FDB WAC
Orange Book Code

Table 6: Confirmation Log/Report (Paragraph 1.2(D))

MMCAP Infuse Provides:	Manufacturer/Supplier Name
	Number of Awarded Products
	MMCAP Infuse Contract Number with Manufacturer/Supplier
	Manufacturer supplied Charge Back ID Number (when provided by Manufacturer)
	Date of Fully Executed Attachment A with Manufacturer/Supplier
	Final Number of Products on Attachment A
	MMCAP Infuse Notes

Accurate as of January 15, 2026

The most current version

Vendor Provides for each Manufacturer:	Vendors/Charge Back ID for the Manufacturer/Supplier = Number
	Received File = Yes or No
	Date File Received = Date
	File Status, Audit in Process = Yes, No, or Done
	Number of Products on the file from Manufacturer = Number
	Does the number Match MMCAP Infuse's Number = Yes or No
	Number of Discrepancies = Number
	Number of Products loaded and visible = Number
	All Manufacturer Products price loaded, and visible = Complete
	Does the Vendor have a relationship with the Manufacturer - Complete
	Is Manufacturer relationship unattainable = Yes
	Vendor Notes
	1st Contact Date
	2nd Contact Date
	3rd Contact Date

Table 7: Non-Contract Product Report (Paragraph 1.4 and 1.10)

Vendor Name
MMCAP Infuse Member ID
MMCAP Infuse Member Name
Ship to Address 1
Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)
Vendor-assigned Account Number for MMCAP Infuse Member (this should be the ship-to account number)
Manufacturer/Supplier Name
NDC of purchased Product as stored in First DataBank, Inc. (Required for pharmaceutical Products)
Product Description
Strength (Required for pharmaceutical Products)
Pack Size
Unit Price (99999.9999)
Quantity Shipped (not Vendor repackaged or re-bundled quantity) (99999.9999)
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999.9999)

Table 8: COG Discount Report (Paragraphs 1.6 and 10.4)

All total sales volume by state for COG calculations must be included.

Member's Distribution Center
Distribution Center Number
Member's Distribution Center Account Number
Member's MMCAP Infuse ID
Member Name
City
State
Payment Terms
3-month average sales
Previous Quarter's 3-month average sales
Matrix Volume
New COG Discount %
Previous COG Discount %

Accurate as of January 15, 2026

The most current version

<https://members.infusem.com/prov/contract-documents>**Table 9: Required Data Fields for Non-Contract and Member Alternate Contract Cost Savings Report (Paragraph 1.8(H))**

Monthly report provides details on which Contracted items could have been purchased for a cost savings to the Member.

Member MMCAP Infuse ID
Member Name
Member's Vendor Account Number
Member Distribution Center Number
Member Distribution Center
Member Address
Member City
Member State
NDC as stored in First Data Bank (Non-Contract/Alternative Product/Vendor Generic)
Product Generic Name
Product Trade Name
Pack Size
Order Quantity
Cost
NDC as stored in First Data Bank (MMCAP Infuse Product)
Product Generic Name
Product Trade Name
Pack Size
Order Quantity
Cost
Difference in price

Table 10: Substitution Report (Paragraph 2.4)

A	Member MMCAP Infuse ID
B	Member's Vendor Account Number
C	Member Name
D	Invoice Number
E	Invoice Date
F	Product Trade Name (Original item ordered)
G	NDC (or UNSPSC Code for non-pharmaceutical Product)
H	Pack Size
I	Dose (Required for pharmaceutical Products)
J	Strength (Required for pharmaceutical Products)
K	Unit Price (99999.9999)
L	Quantity Ordered (not Vendor repackaged or re-bundled quantity) (99999.9999)
M	Quantity Shipped (not Vendor repackaged or re-bundled quantity) (99999.9999)
N	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999.9999)
O	Type of transaction 1=MMCAP Infuse Contract sale, 2=Alternate Contract sale, 3=Non-Contract sale
P	Product Trade Name (Replacement item)
Q	NDC (or UNSPSC Code for non-pharmaceutical Product)
R	Pack Size
S	Dose (Required for pharmaceutical Products)
T	Strength (Required for pharmaceutical Products)
U	Unit Price (99999.9999)
V	Quantity Ordered (not Vendor repackaged or re-bundled quantity) (99999.9999)
W	Quantity Shipped (not Vendor repackaged or re-bundled quantity) (99999.9999)
X	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999.9999)
Y	Type of transaction 1=MMCAP Infuse Contract sale, 2=Alternate Contract sale, 3=Non-Contract sale
Z	Reason for Replacement

Accurate as of January 15, 2026

The most current version

Table 11: Punch-Out report (Paragraph 2.11)<https://members.infuse-mn.gov/contract-documents>

MMCAP Infuse ID (if none, please indicate)
Punch-Out system utilized (i.e., State and Agency that owns system)
Punch-Out system Account Number
Vendor Account Number
Member Name (Purchaser Name if no MMCAP Infuse ID is identifiable)
Member Address (Purchaser Name if no MMCAP Infuse ID is identifiable)
Invoice Number
Invoice Date
Invoice Amount

Table 12: Reverse Distribution Report (Paragraph 2.12)

Member MMCAP Infuse ID
Member Name
Member's Vendor Account Number
Reverse Distributor
Reverse Distributor Account Number
Reverse Distribution Net Credit Amount
Reverse Distribution Net Credit Date of Application
Net Credit Cycle Number

Table 13: Member Payment Report (Paragraph 4.3)

Member MMCAP Infuse ID
Member Name
Member's Vendor Account Number
Invoice Number
Invoice Date
Purchase Order Number
Vendor's SKU Item Number
NDC of pharmaceutical Product
Payment Due Date
Label Name
Packaging associated with NDC Number
Date Payment Credited to Account
Quantity Purchased; expressed in terms of packaging associated with NDC
Dollar Amount of Transaction
Credit Indicator
ID of person making the payment

Table 14: Required Data Field for Credits and Rebills Report (Paragraph 4.8(G))

Weekly report that summarizes all the credits and rebills that happened each week.

Vendor Customer ID
MMCAP Infuse Member Name
MMCAP Infuse Member ID
State
Credit Rebill Reason Description
Error is the Result of the [choose one] Vendor/Manufacturer/MMCAP Infuse
Original Invoice Number
Original Invoice Date
Member Purchase Order Number

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

Product Description
NDC
Vendor item number
Supplier/Manufacturer Name
Original Invoice Quantity
Original Invoice Unit Cost
Original Extended Cost
Credit Document Number
Credit Document Date
Credit Unit Cost
Extended Credit Issued
Rebill Document Number
Rebill Document Date
Rebill Unit Cost
Extended Rebill Cost
Difference in Price

Table 15: Outstanding Shareback Credit Report (Paragraph 4.10(G))

Member MMCAP Infuse ID
Member Name
Member State
Member Distribution Center
Member's Vendor Account Number
CIN
CIN Description
Credit Issue Date
Credit Balance

Table 16: Backorder Report (Paragraph 5.2)

Vendor Contract Number
Vendor item number
Manufacturer
Product Description
NDC
Packaging associated with NDC Number
Reason for Backorder
Date Manufacturer notified Vendor of Backorder status (MM/DD/YYYY)
Restock Date

Table 17: Shift Demand Projection (Paragraph 5.4(E))

GCN Sequence Number
NDC of Contracted Product
Planned stock status by Distribution Center for Bid Roll Effective Date
Alternative NDC that will be stocked
Monthly GCNSN usage for the DC among all Members

Table 18: Overall Fill Rate Report (Paragraph 5.5)

Member MMCAP Infuse ID

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

Member Name
Member's Vendor Account Number
Member Distribution Center Number
Member Distribution Center
Delivery Street Address
City
State
Raw Fill Rate
Adjusted Fill Rate

Table 19: Required Data Fields for Fill/Kill "Short" Report (Paragraph 5.5(C))

Member MMCAP Infuse ID
Member Name
Member's Vendor Account Number
Member Distribution Center Number
Member Distribution Center
Delivery Street Address
City
State
NDC of Product in format as stored in First DataBank
Invoice Number
Invoice Date
Short Reason Code
Short Reason Description
Product Trade Name
Product Generic Name
Pack Quantity
Pack Size
Order Quantity
Shipped Quantity
Quantity Cancelled/not shipped
Total sales amount.

Table 20: Member Add/Delete Report (Paragraph 7.5(A))

Member Name
MMCAP Infuse ID (if applicable)
Vendor ID (if applicable)
Vendor-assigned account number for the Member
Date attached or detached from MMCAP Infuse
Address
City
State
Phone Number

Table 21: Active Member Report (Paragraph 7.5(B))

Member MMCAP Infuse ID
Member Name
Member Distribution Center Name
Member Vendor Account Number
Ship to Name
Ship to Address 1
Ship to City

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)
Bill to Name
Bill to Address 1
Bill to City
Bill to State (2 alpha postal code)
Bill to Zip (standard 5-4 format, no dash necessary)
DEA
HIN
COG Discount

Table 22: QBR and SHC Engagement Report (Paragraph 8.3(C))

Review Quarter
Member State
Vendor's Customer Service Representative
Member Name
Member Account Number Parent
Member Account Number Child of those included
Date of Quarterly Business Review
Meeting Type (In Person, Virtual or Emailed)
Senior Healthcare Consultant Invited
Names of those attended

Table 23: Required Data Field for Additional Discounts given to Members (Paragraph 10.5)

Member MMCAP Infuse ID
Member Name
Member State
Member Distribution Center
Member's Vendor Account Number
Invoice Number
Invoice Date
Original Product Price
Discount Amount
Description of Discount

Table 24: Required Data Field for Miscellaneous Fees Charged to Members (Paragraph 10.6)

Member MMCAP Infuse ID
Member Name
Member State
Member Distribution Center
Member's Vendor Account Number
Invoice Number
Invoice Date
Amount Charged
Description of Charge

Table 25: Quarterly Specialty Rebate (Attachment A-2)

Member MMCAP Infuse ID
Member Name
Member Address
City
State
NDC
Product Name
Qty Shipped
Extended Price
Rebate Percent
Rebate Amount
Invoice Number
Invoice Date

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>
ATTACHMENT G
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, Minnesota Statutes Chapter 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, 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.
 - B. 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

Accurate as of January 15, 2026

The most current version

to take affirmative action to employ and advance in employment physically and mentally disabled persons.
<https://members.infuse-mn.gov/contract-documents>

- 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 Fifty Thousand Dollars (\$50,000.00), 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/VerifySubCertForm.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 Fifty Thousand Dollars (\$50,000.00) 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 Five Hundred Thousand Dollars (\$500,000.00) 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 (90.00%) 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, the Vendor must pay all subcontractors in accordance with Minn. Stat. § 16A.1245.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Accurate as of January 15, 2026

The most current version

ATTACHMENT H-1
Return Policy

<https://members.infuse-mn.gov/contract-documents>

Vendor will accept Products for return from Member in accordance with **Attachment H-1**. Member shall execute Vendor's standard Returned Goods Authorization Ongoing Assurance (in the form attached hereto as **Attachment H-2** prior to returning any products to Vendor.

For purposes of the Agreement, the Cardinal Health Pharmaceutical Distribution Returned Goods Policy below will apply with the following exceptions that will apply to MMCAP Infuse Members:

1. Cardinal Health shall mean Vendor;
2. Customer shall mean Member;
3. Members will have three (3) business days to report damaged Product or Product with unacceptable dating;
4. Members will be allowed to return short dated Product to Vendor for 100% credit if it is reported to the Vendor within three (3) business days;
5. Third Party Return Processors will be subject to **Article 2.12** in the Agreement;
6. Vendor will provide at least thirty (30) days' advanced notice to the Member if the Member will be subject to a higher restocking fee due to excessive returns;
7. Any Product with a WAC decrease as it relates to Merchantable Condition will pertain to branded products and Members will be allowed to return Product prior to the WAC decrease going into effect;
8. This policy will be subject to change only through amendment to the Agreement.

Cardinal Health Pharmaceutical Distribution Returned Goods Policy

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

Return Made Within:

Normal Credit Amount:

1 - 180 Days from Invoice Date

100% of original invoice amount paid by customer. This policy covers all order shortages, filling errors and damage if reported within two (2) business days and such products are returned within ten (10) business days of the date of the applicable invoice.

180 Days – 12 Months from Invoice Date

90% of original invoice amount paid by customer. Provided, however, if applicable mark-up is greater than 0%, credit will be based on customer's contract cost or Cardinal Health's then-current base cost, as applicable.

Returns made greater than 12 months from the invoice date will not be accepted. No credit will be issued, and the product will be returned to customer.

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

- A. Any product purchased from any supplier other than Cardinal Health.
- B. Any product which has been used or opened; is a partial dispensing unit or unit of sale; is without all original packaging, labeling, inserts, or operating manuals; or that is stickered, marked, damaged, defaced, or otherwise cannot readily be resold by Cardinal Health for any reason.
- C. Short-dated (less than seven (7) months expiration dating), outdated, or seasonal products and products purchased on a "special order" basis, including non-stock and drop-shipped products.
- D. Any product not intended for return to a wholesaler in accordance with the return policies of the applicable manufacturer.
- E. Any product listed by any state or federal regulatory agency as a high-risk pedigree item that is returned without a valid invoice number that cannot otherwise be verified by Cardinal Health.
- F. Any Product with a WAC that decreased after Customer's purchase of that Product.
- G. All Products, after 12 months from the applicable Invoice Date for such Product.

Unmerchantable Products

Any product not eligible for return in accordance with this policy (i.e., the product is not in "merchantable condition" as set forth above) will require return directly to the manufacturer. If any such products are returned to Cardinal Health, they will be returned to customer and no credit will be issued.

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

Required Return Documentation

Accurate as of January 15, 2026

The most current version

Prior to returning any product to Cardinal Health, customer must execute and deliver to Cardinal Health a **Cardinal Health Returned Goods Authorization Ongoing Assurance** verifying that all returned products have been kept under proper conditions for storage, handling, and shipping.

All requests for credit must be submitted via EOE, Cardinal.com, CardinalCHOICE®, or approved EDI interface.

A fully completed and signed **Merchandise Return Authorization Form** (the “MRA Form”) must accompany all products to be returned. **Note:** An MRA Form cannot be fully completed without a valid invoice number. The request for an MRA Form will be rejected if a valid invoice number is not provided.

Third Party Return Processors

At the request of customer, Cardinal Health will work with third party return processors for returns of unmerchantable products. Such arrangement will be subject to mutually agreed upon terms and conditions, to include administrative fees payable to Cardinal Health.

Controlled Substances

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

Refrigerated, Chemotherapy and Hazardous Products

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

Shorts and Damaged Products

Claims of order shortages (e.g., products invoiced but not received), filling errors and damage must be reported within two (2) business days from the applicable invoice date, or no credit will be issued. Returns of damaged products or products shipped in error must be received by the Cardinal Health servicing distribution center within ten (10) business days from the applicable invoice date, or no credit will be issued. Controlled substance shortage claims must be reported immediately per DEA requirements. In all instances, credit will not be issued until verification of the claim by Cardinal Health.

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

Shipping of Return Products

Products to be returned must be placed in a proper shipping container and signed for by the driver when picked up.

Signed MRA Forms shall be included in totes with the returned products. Only one (1) MRA Form shall be included in each tote.

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

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

Products must be returned to the customer’s servicing Cardinal Health distribution center within thirty (30) days from the date of customer’s request for an MRA Form, or no credit will be issued.

In addition to the requirements set forth in this policy, Customer shall comply with all return procedures required by the Cardinal Health servicing distribution center.

Other Restrictions

Excessive returns may result in higher restocking fees as deemed necessary by Cardinal Health.

This policy is subject to change without notice by Cardinal Health. This policy is further subject to modification as may be deemed necessary or appropriate by Cardinal Health to comply with applicable federal and/or state regulations, FDA guidelines, state law, and other restrictions applicable to returned products.

Accurate as of January 15, 2026

The most current version

ATTACHMENT H-2

CARDINAL HEALTH RETURNED GOODS AUTHORIZATION
ONGOING ASSURANCE

Cardinal Health
7000 Cardinal Place
Dublin, OH 43017
614.757.5000 main
www.cardinalhealth.com

The undersigned customer ("**Customer**") of Cardinal Health, (the "**Distributor**") hereby agrees that this document is being delivered to confirm Customer's compliance with applicable federal, state, and local laws / guidelines concerning returned goods and shall apply to all returns by Customer to Distributor from time to time and shall supersede any inconsistent provisions which may be contained in any credit request, purchase order, or other documents pertaining to the supply relationship between Customer and Distributor.

Customer represents, warrants, and guarantees to Distributor that: (a) each such return shall be made only to the specific Distributor from which the item was originally purchased; (b) each such return shall be accompanied by Distributor's credit request form (the "**Return Form**"), which shall specify both Customer's and Distributor's name and address, the date of the return, the quantity and description of the product returned, and such other information as may reasonably be requested on Distributor's Return Form; (c) Customer shall retain a copy of each Return Form and related credit memo and make such documentation available to the manufacturer and to authorized federal, state, and local law enforcement officers upon request; (d) the credit claimed or accepted by Customer for any such return shall not exceed the original purchase price paid to Distributor; and (e) all merchandise returned to Distributor has been stored and handled by Customer in accordance with all applicable federal, state, and local laws, manufacturer guidelines when disclosed to customer by the manufacturer or distributor, and good trade practices, and such merchandise has not been adulterated or misbranded by customer within the meaning of the Federal Food, Drug, and Cosmetic Act and meets all FDA, state, and other applicable requirements and guidelines.

Print Customer Name (i.e., Store Name) (Include all that apply)

Print Store Address

By Authorized Person / Title (Print)

Date

Signature of Authorized Person

Accurate as of January 15, 2026

The most current version

ATTACHMENT I
<https://members.infuse-mn.gov/contract-documents>
Recall

Once the Vendor receives a recall notification from a regulatory authority or supplier, the Vendor will notify each ship-to location that has a purchase history with each affected Product. Printed notices will be included in the next order or sent by USPS within five (5) days. Provided the Member has elected to participate in the online notification system, the Member will receive an email notice from the Vendor.

After initiation of a recall, depending on the class of the recall, Vendor may send a second notice three (3) weeks and/or six (6) weeks after recall initiation to any Member that did not verify, they received the recall notice.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Accurate as of January 15, 2026

The most current version

<https://members.infocentral.com/contract-documents>**ATTACHMENT J****Controlled Substance Compliance Agreement**

For purposes of this section, Cardinal Health shall mean Vendor; Merchandise shall mean Product; and Buyer shall mean Member.

Member represents and warrants that Member:

- a. will abide by all applicable laws, rules, regulations, ordinances, and guidance of the DEA, the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all of the foregoing concerning the purchase, sale, dispensation, and distribution of controlled substances;
- b. has documented policies and procedures governing the exercise of its corresponding responsibility to maintain effective controls against the diversion of controlled substances and listed chemicals;
- c. will not dispense or sell controlled substances and/or listed chemicals if it suspects that a prescription or drug order is not issued for a legitimate medical purpose; and
- ii. Member acknowledges that Cardinal Health has the CSMP, and Member understands and acknowledges that a condition precedent to receiving any controlled substance from Cardinal Health is approval by CSMP personnel.
- iii. Member represents and warrants that Buyer will fully and unconditionally cooperate with any request by Cardinal Health to Member for data or information that Cardinal Health deems, in its sole discretion, is helpful for its CSMP, including, without limitation, the execution of any agreements necessary to facilitate the transfer of any requested data or information from Member to Cardinal Health. Member's unconditional cooperation includes, without limitation: providing accurate information and data in response to Cardinal Health's requests, allowing Cardinal Health to conduct site visits at Member's pharmacy locations including unannounced site visits at retail pharmacies open to the public, and performance of audits of Member's books and record in accordance with state and local law. Member expressly waives all rights to contest, in any manner, that: (a) any information or data requested by Cardinal Health is necessary, helpful, reasonable, or appropriate with respect to Cardinal Health's operation of its CSMP and (b) any actions requested by Cardinal Health of Member are helpful, reasonable, or appropriate with respect to Cardinal Health's operation of its CSMP.
- iv. Member represents and warrants that any information or data provided by Member to Cardinal Health in connection with the operation of Cardinal Health's CSMP will be truthful and accurate, and Member acknowledges that Cardinal Health will rely on such information and data.
- v. Notwithstanding any other provision in this or any other agreement between the parties, Member agrees that Cardinal Health has the unfettered right to immediately suspend, terminate, or limit the distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to Member at any time based on a reasonable concern Cardinal Health's CSMP has regarding Member's ability to maintain effective controls against diversion in compliance with 21 CFR §1301.71. If Cardinal Health suspends, terminates, or limits the distribution of controlled substances, listed chemicals, or other products monitored by Cardinal Health to Member, Cardinal Health may suspend, terminate, or limit the distribution of any other Merchandise to Member. Member further acknowledges and agrees that Cardinal Health has the unfettered right to determine the amount and type of information and data Cardinal Health needs to suspend, terminate, or limit the distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to the Member.
- vi. Member hereby expressly waives all rights to contest, in any manner, any action taken by Cardinal Health to investigate, suspend or terminate the sale of controlled substances, listed chemicals, or other products monitored by Cardinal Health.
- vii. In the event Member fails to comply with the terms in this Attachment J, including, without limitation, by providing false or inaccurate information, Cardinal Health may seek reimbursement from Member for reasonable, documented, out-of-pocket costs incurred by Cardinal Health's CSMP related to Member's non-compliance, including, but not limited to, costs associated with the provision of additional audits, site visits, enhanced CSMP oversight of Member, or other activities in connection with Distributor's review of the Member.

Accurate as of January 15, 2026

The most current version

<https://members.infuse-mn.gov/contract-documents>

viii. Member represents and warrants that Member.

a. will immediately notify Cardinal Health if it becomes aware that the Member or any of its owners, employees, or independent contractors is or has been the subject of an investigation or disciplinary action by the Drug Enforcement Administration, a state Board of Pharmacy, or any other governmental entity related to the dispensing, ordering, storage, handling, or prescribing of controlled substances or any other Merchandise. This shall include, but not be limited to, notification of any proposed or final suspension, probation, termination, fine, consent order, agreement, or citation regarding Member's activities including the licensure or registration of the Member or any of its owners, employees, or independent contractors. Any such notice shall be sent to: gmb-CardinalHealth-CSMP-Inquiries@cardinalhealth.com

b. will, upon Cardinal Health's request, provide a written certification to Cardinal Health that: (i) it has been and will continue to be in compliance with notification obligations in this Section and the terms of this Agreement, (ii) Buyer reviews the licensure status of each of the licensed employees working for Member on at least an annual basis, and (iii) if Member becomes aware that a licensed employee working for Member has been, in the five years preceding the date of the certification, the subject of any professional disciplinary action regarding the dispensing or handling of controlled substances or law enforcement action related to controlled substance diversion, that Member has: (A) taken appropriate employment action against any such licensed employee, and (B) disclosed to Cardinal Health such regulatory or law enforcement action.

ix. Cardinal Health has the unfettered right to immediately suspend, terminate, or limit the distribution of any Merchandise to Member if Cardinal Health learns that Member was subjected to discipline or the target of any investigation by the Drug Enforcement Administration, a state Board of Pharmacy, or any other a regulatory entity focused on healthcare fraud related issues.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AMENDMENT NO. 16 TO MMCAP INFUSE AGREEMENT NO. MMS2401062

THIS AMENDMENT NO. 16 ("**Amendment**") to MMS2401062 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 Cardinal Health 110 LLC and Cardinal Health 112, a limited liability company with an address of 7000 Cardinal Place, Dublin, OH 43017 ("**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 Amendments shall be read together as one document. Any capitalized terms used in the 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: Line 2 of the *Agreement Term* in the Agreement will be revised as follows:

2. **Expiration Date:** July 31, ~~2026~~ 2027. Two Year initial term with three one-year extensions.

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

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

Name: _____
Signature: Wendy Sease
Title: VP State Government, LTC & CHC
Date: 1/14/2026

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: _____
Signature: Robbin J. Tschida
Date: 1/14/2026

COMMISSIONER OF ADMINISTRATION

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

Name: _____
Signature: Derek LaBar
Date: 1/14/2026