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

Sanofi Pasteur, Inc.

MMCAP Infuse Agreement: MMS2200727

Prepared on October 4, 2022

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PREFIX A

Definitions and Acronyms

Are attached and incorporated into the Agreement

Definitions

1. **Administrative Fee**: Means one and half percent (1.5%) of Contract Pricing for Products or as listed on ***Attachment A***, which will supersede Prefix A.
2. **Agreement**: Means the resulting agreement that is reached between MMCAP Infuse and the Vendor.
3. **Authorized Distributor(s)**: This Agreement is only for direct distribution through www.vaccineshoppe.com
4. **Class of Trade:** All Members are eligible for contract pricing.
5. **Contract Pricing**: Means the price that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership as set forth on ***Attachment A*** and any subsequent amendment to this Agreement.
6. **Days**: (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
7. **Flu Year/Season**: Means the appliable annual cycle for the Contract Pricing as defined in ***Attachment A*** and subsequent revisions to ***Attachment A***.
8. **Government Unit**: Any entity as defined by Minnesota Statute 471.59.
9. **Member**: Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
10. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
11. **Onboarding Date**: Means the Vendor must allow new Members to access to the Agreement within seven (7) days of notice by MMCAP Infuse.
12. **Order Forms**: The method (paper or electronically) a Member utilizes to make purchases of Products directly from the Vendor. Flu vaccine orders can be made directly from the Vendor at: www.vaccineshoppe.com or 1-800-822-2463.
13. **Products**: Means all products offered by the Vendor in this Agreement, which are identified in ***Attachment A***.
14. **State**: Means one of the recognized fifty (50) states of the United States of America.

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AGREEMENT FOR MMCAP INFUSE NO. MMS2200727

THIS Agreement is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Sanofi Pasteur, Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**Vendor**" or "**Sanofi**" or "**Sanofi Pasteur**").

Agreement Term:

1. **Effective Date**: January 1, 2023, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date**: December 31, 2024.
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**: Flu Year Products, Pricing, and Terms
3. **Attachment B**: Required Reporting for Direct Sales
4. **Attachment C**: MN Statutory Language

ARTICLE I
PRICING AND CHANGES

1.1 **Notices**. All notices under this Article must be sent to: MMCAP_Infuse.Contracts@state.mn.us.

1.2 **Pricing Structure:** Pricing for Products are listed on ***Attachment A*** and will remain in effect during the Flu Year.

1.3 **Fixed Pricing**. Vendor must hold pricing firm for at least one (1) year; otherwise defined as the Flu Season, which will be stated on ***Attachment A***.

A. Price Reductions. After the Effective Date, Vendor may submit to MMCAP Infuse price reductions but must notify MMCAP Infuse before they can take effect.

1.4 **Notice to MMCAP Infuse:** Vendor must provide justification for all price increases.

1.5 **Competitive Pricing**. If MMCAP Infuse is made aware and determines during the Agreement Term Vendor is offering better Contract Pricing and/or Products to another group purchasing organization of similar membership or size or Government Unit eligible for MMCAP Infuse membership, Vendor will have ten (10) days to work with MMCAP Infuse to amend this Agreement to provide MMCAP Infuse the same Contract Pricing and/or Products.

1.6 **Value-Added Programs.** Members must be offered any programs normally offered to the Vendor's general customer base (e.g., rebates, tiered pricing, continuing education courses, marketing information, etc.) at the same or lower cost as that offered to the general customer base.

ARTICLE II
SUPPLYING AND AVAILABILITY

2.1 **First DataBank, Inc**. All prescription Products must have an 11-digit NDC code that is registered with First DataBank, Inc., unless such designation is expressly waived by MMCAP Infuse.

A. If NDC codes are not applicable (e.g., OTC products), Vendor must use the product's UPC number to create an 11-digit number by adding a zero to the sixth position (e.g., 5-5 [99999-99999] becomes 5-4-2 [99999-0999-99]). If the Product does not have an NDC number or a UPC code, Vendor must use its product number with leading zeroes (e.g., product #90024 = 00000-0900-24).

B. Vendor must report Products to Authorized Wholesalers using only these approved formats.

2.2 **Product Discontinuation**. With the exception of a recall, if the Vendor assigns, discontinues, or deletes a Product during the Agreement, Vendor must provide written notice to MMCAP Infuse at least sixty (60) days prior. **Product Recalls**. Vendor will supply a copy of its returned goods/credit policy to MMCAP Infuse upon request.

A. Direct Sales: All returns must comply with federal and state laws and regulations. Unless otherwise stated in ***Attachment A***, Vendor offers 100% credit (credit based on the invoice purchase price) upon expiration on all listed Vendor Product(s) purchased directly from Vendor that are returned within 1 year after the expiration date.

2.3 **Backorders**. Vendor must provide written notice of all Product backorders expected to last longer than thirty (30) calendar days and/or inability to supply situations to MMCAP Infuse within twenty-four (24) hours of the knowledge of the situation. Notices must include the reason(s) for and the expected duration of the issue. Notices must be sent to: MMCAP_Infuse.Contracts@state.mn.us.

2.4 **Product Dating**. All Products supplied to MMCAP Infuse Authorized Wholesalers or directly to MMCAP Infuse Members must have an expiration date of at least six (6) months later than the delivery date unless the unique

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stability characteristics of the product require a shorter dating period. However, all Products supplied must still be usable on the date received by the Members.

ARTICLE III
PREBOOKING ORDERING, PAYMENT, AND DELIVERY

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

3.2 **Payment Terms**. Payment to the Vendor from the Member is due thirty-one (31) days from the receipt of the invoice. The Member may be eligible to receive a discount if payment to Vendor is made within thirty (30) days from the receipt of the invoice. An additional discount may be available for all orders placed online through www.vaccineshoppe.com. The ***Attachment A*** for the applicable Flu Season shall dictate the discounts available to Members. These terms apply to any Products shipped, including partial shipments. The discounts do not apply to any applicable federal excise taxes/surcharges.

3.3 **Payment Method**. Vendor will accept Electronic Funds Transfer (EFT), credit card, or P-Card as a payment method and Member will initiate this process with its financial institution. Arrangements for establishing payment via Electronic Funds Transfer (EFT) may be made by contacting Sanofi Pasteur, Credit Services at 1-800-822-2463.

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

3.5 **Member Fees**. Vendor does not collect or distribute Member Fees pursuant to an MPA (***Paragraph 5.8***)

3.6 **Prebook Ordering**. Members must purchase Products directly from the Vendor at:

A. Phone:1-800-822-2463 (customer service)
B. Website: www.vaccineshoppe.com
C. Cancelation and Changes: Members may modify or cancel any pre-booked orders any time prior to shipment. Vendor will send an email confirmation to each Member once their order(s) have been processed and respective prebook doses are available.

3.7 **Orders**. As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP Infuse. Vendor may use their own Order Forms. To the extent that the terms of any Order Form(s) conflict with the terms of this Agreement, the terms of this Agreement supersede. Each Member will be responsible for payment for Products 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 Product from the Order Form constitutes a binding contract. All Products furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the Member. Back orders, failure to meet delivery requirements, or failures to meet specifications in the Order Form and/or the Agreement authorizes the ordering entity to cancel the order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the Vendor.

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

A. The Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Products to be purchased under the Order Form;
B. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Products under the Order Form are prohibited, or the Member is prohibited from paying for the Products from the planned funding source; or
C. Vendor commits any material breach of this Agreement or Order Form.

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

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

3.10 **Shipment for Products**. Provided the Member made a prebook order, Vendor must distribute and deliver the Products covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any Member without the prior written approval by the Member and MMCAP Infuse. Delivery for Products under this Agreement shall be FOB Destination, unless otherwise agreed to by Vendor and Member.

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A. Delivery Schedule: The schedule will be in accordance to ***Attachment A***; should any Member have a question regarding a shipment, please contact a Sanofi Pasteur Representative or call Customer Account Management at Sanofi Pasteur's corporate headquarters, toll-free at 1-800-VACCINE (1-800-822-2463), Monday through Friday, between 8:30 AM and 6:00PM Eastern Time.

B. Hazardous Materials: Vendor will only ship hazardous materials as allowed by the appropriate government regulations.

C. No Minimum Order Requirements: During the Agreement, there will be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.

D. Special Conditions for Products: If applicable to the Products offered under this Agreement, Vendor will maintain appropriate temperatures and environmental conditions in accordance with manufacturer requirements for delivery of the Products to the Members. All refrigerated Products will be shipped in returnable coolers or disposable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used if they are required by the manufacturer. If Member refuses Products that have been inadequately packaged, the Member will notify Vendor's customer service department to log the complaint. Any costs associated with the return of Product due to improper packaging or transport, will be at the expense of the Vendor.

E. Claims: Claims for loss, breakage, leakage, or other damage occurring in transit must be submitted to Vendor at its headquarters within ten (10) days from date of invoice, for replacement or credit of affected Products. Claims must also be accompanied by freight bill. Where loss, shortage, breakage, leakage, or other damage has occurred in transit, the Member agrees to cooperate fully with Vendor in Vendor's effort to establish a claim against the transportation company.

3.11 **Invoicing**. Vendor will submit an invoice with each order.

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

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

B. Invoice Disputes: All claims involving discounts, pricing, credits, or returns must be reported to Vendor headquarters within one (1) year of the date of invoice for the purchase in question. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the Member appropriately and provide a corrected invoice. Where the above is prohibited by a Member state's applicable law(s), the Vendor shall comply with requirements of that state's law(s) related to disputed invoices. Vendor will make a good faith effort to resolve known disputes related to Agreement pricing within thirty (30) days of notice of the dispute. This clause will in no way be deemed a limitation on the parties, as it relates to the future auditing and/or correction of invoices. Inappropriate deductions taken from a Member's payment, including but not limited to those made after this deadline, will be reflected against the account and could jeopardize future shipments.

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

3.12 **Member Claims**: Claims for loss, breakage, leakage, or other damage occurring in transit must be submitted to Vendor at its headquarters within ten (10) days from date of invoice, for replacement or credit of affected Products as per the terms of Vendors Terms and Conditions of Sale for Products. Claims must also be accompanied by freight bill. Where loss, shortage, breakage, leakage, or other damage has occurred in transit, the Member agrees to cooperate fully with Vendor in Vendor's effort to establish a claim against the transportation company. Claims submitted without appropriate documentation will be denied. All claims involving discounts, pricing, credits, or returns, for direct sales must be reported to Vendor's headquarters within 1 year of the date of invoice for the purchase in question. Inappropriate deductions taken from MMCAP Infuse Member payments, including but not limited to those made after this deadline, will be reflected against the account and could jeopardize future shipments.

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

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

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

C. If directed by a Member, a credit can be transferred from one account to another account.

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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 Product affected;
   iii. any new invoices associated with the credit; and
   iv. Net credit amount available to the Member.

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

ARTICLE IV
TERMINATION, CANCELLATION, AND REMEDIES

4.1 **Cancellation.** MMCAP Infuse may cancel this Agreement any time, without cause, upon sixty (60) days' written notice to the other.

4.2 **Termination for Cause**. Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The moving party must provide written notice to the other party, which upon, the receiving party has sixty (60) days to cure the defects. Upon sixty days (60), the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.

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

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

4.4 **Force Majeure**. Parties will not be considered in default in the performance of its obligations in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.

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

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

A. Late Administrative Fee Payments: As provided for in statute for late payments to the State of Minnesota.

4.7 **Dispute Resolution**. Vendor and MMCAP Infuse will handle dispute resolution for unresolved issues using the following procedure.

A. Notification. Parties shall promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time.

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

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

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

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ARTICLE V
MEMBERSHIP

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

5.2 **Membership Listing**. MMCAP Infuse will provide Vendor a complete listing of the Membership. MMCAP Infuse reserves the right to add and remove Members during the Agreement Term.

A. New Members. The Vendor must allow new Members to access to the Agreement by the Onboarding Date. As new Members are added, MMCAP Infuse will provide Vendor with monthly e-mail notices announcing a new Membership list has been posted.

B. Removing Members. Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to removing any Member. If MMCAP Infuse does not receive notification that a Member has been removed from Contract Pricing, Vendor will honor Contract Pricing for the Member for thirty (30) days after MMCAP Infuse receives the written notice.

5.3 **Membership Eligibility**. Upon request, Vendor will send an electronic eligibility list identifying which Members are eligible for contract pricing to: MMCAP_Infuse.Contracts@state.mn.us.

A. If the Vendor has eligibility requirements, Vendor must provide MMCAP Infuse access to Vendor's online contract and eligibility management system in addition to providing MMCAP Infuse the algorithm it uses to categorize a Member into a class of trade.

5.4 **Member Attachment**: Vendor will ensure Members are attached to the Agreement for all Product purchases made by Member. Upon request of MMCAP Infuse, Vendor must verify only the Membership has access to the Contract Pricing and Products. Failure to do may result in immediate termination.

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

5.6 **DEA License/HIN**. Unless the Member purchases a controlled substance, the Vendor may not require that a Member have a Drug Enforcement Administration number assigned to it in order to be eligible for Contract Pricing. The Vendor may require a Health Industry Number from Member.

5.7 **Product Use*.*** All items acquired by Members under this Agreement are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

5.8 **MPA**. In order to use this Agreement, some States will require jurisdiction-specific paperwork or contract language to establish a statewide contract for Members. Vendor may be required to review an MMCAP Infuse MPA, as an 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 the other States and its Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named State and Members located in its jurisdiction. 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, or any of their staff or officials, to change any provision of this Agreement will be accepted by Vendor without the prior written approval of MMCAP Infuse.

ARTICLE VI
AGREEMENT MANAGEMENT

6.1 **Primary Account Representative*.*** Vendor will assign a primary account representative to MMCAP Infuse for this Agreement and must provide a minimum of seventy-two (72) hours advanced notice to MMCAP Infuse if that person is reassigned. In the event that the primary account representative is unresponsive or does not meet MMCAP Infuse's needs, the Vendor will assign another primary account representative upon MMCAP Infuse's request. The primary account representative will be responsible for:

A. Proper maintenance and management of the Agreement, including timely execution of all amendments.

B. Timely response to all MMCAP Infuse inquiries

C. Performance of the business review as described in *Paragraph 6.2*.

D. Personnel Changes. Vendor will provide MMCAP Infuse with written advance notice of changes to the primary account representative. In the event that an employee is removed pursuant to a written request from MMCAP Infuse, the Vendor will have ten (10) business days in which to fill the role with an acceptable employee.

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

ARTICLE VII
WARRANTS, COVENANTS, AND DUTIES OF VENDOR

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

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

7.3 **FDA-Certified Drug Application.** The Vendor acknowledges that each Product has, if required by law, an FDA-certified New Drug Application, an Abbreviated New Drug Application, or a Biologics License Application on file and accepts the liability with which such application confers. The Vendor guarantees to furnish Products that have not been adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or as required by each member state's Board of Pharmacy.

7.4 ***cGMP*** Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) and the current United States Food, Drug, and Cosmetic Act. If the Vendor receives a 483 or similar type warning letter for any Product, it must be provided to MMCAP Infuse within ten (10) days of receipt by Vendor.

7.5 **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.

7.6 **Indemnification**. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse's or Members' sole negligence, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's, Members, agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual and potential claims relating to loss, liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:

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

7.7 **Antitrust**. The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member unless otherwise assigned directly to that Member by Vendor with MMCAP Infuse's approval.

ARTICLE VIII
ADMINISTRATIVE FEE AND REPORTING

8.1 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all purchases (minus any credits and exclusive of excise tax) made through the Vendor. The Vendor will submit a check payable to "Financial Management & Reporting – MMCAP Infuse" for an amount equal to the agreed upon Administrative Fee (as defined in Prefix A).

A. The initial payment is due on February 15 of each contract year for purchases delivered by December 31. If this amount does not cover all purchases, additional payments must be made by July 31 of the contract year for all other purchases until all amounts due are fully paid. The Vendor will submit a check payable to:

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

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

8.2 **Reporting**.

A. Prebook Reports: Vendor must supply MMCAP Infuse with updates during prebooking and delivery. The report will be sent on the fifteenth (15th) day of each month during the pre-booking and delivery season. The reports must include the following:

i. Customer Name
ii. Customer Number
iii. Order Number
iv. Order Date
v. Bill to Address
vi. Bill to City
vii. Bill to State
viii. NDC
ix. Product Name
x. Pack Size
xi. Contract Price
xii. Quantity Ordered (in packs)
xiii. Quantity Shipped
xiv. Extended Price (Quantity • Price)
xv. Ship Date
xvi. Tracking Number

B. Final Sales Flu Season Report: Within thirty (30) days of Vendor's final shipment for the applicable Flu Season, Vendor must submit a final sales report for that Flu Season to mmcap.infuse@state.mn.us. Sales Data Report requirements can be found on ***Attachment B***.

C. Administrative Fee Data Report: The Vendor must submit a monthly Administrative Fee Data Report that includes direct (sales made direct from Vendor to Member) purchases. All Administrative Fee Data Reports must be sent to: mmcap.infuse@state.mn.us within ten (10) business days at the end of each month, but no later than thirty (30) days after the end of the month. The monthly Administrative Fee Data Report must contain the fields detailed below:

i. MMCAP Infuse Assigned Authorized Wholesaler Number (may leave blank)
ii. MMCAP Infuse Assigned Manufacturer Number (Sanofi Pasteur = 0875)
iii. Direct Purchase Indicator (D=Direct)
iv. Invoice Date (Point of Sale Date)
v. Invoice Number
vi. MMCAP Infuse Member Name
vii. Vendor's Account Number for the MMCAP Infuse Member
viii. MMCAP Infuse Member DEA Number, if applicable
ix. MMCAP Infuse Member HIN Number, if applicable
x. MMCAP Infuse Member Address
xi. MMCAP Infuse Member City
xii. MMCAP Infuse Member State
xiii. Product's NDC (Use all 11 digits (00076888888))
xiv. Product Name (e.g. Acetaminophen with Codeine, Acticin Cream 5%)
xv. Credit Indicator (C = credit)
xvi. Contracted Units (The number of units purchased on contract.)
xvii. MMCAP Infuse Contracted Unit Price
xviii. Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.030))
xix. Vendor Contracted Sales (Contracted Units * Contracted Unit Price. Report in dollars)
xx. Administrative Fee Payment Amount (Administrative Fee Decimal Percentage * Vendor Contracted Sales. Report in dollars)

ARTICLE IX
INTELLECTUAL PROPERTY

9.1 **MMCAP Infuse Ownership**. MMCAP Infuse owns all rights, title, and interest in MMCAP Infuse customer data, sales transaction data, DEA/HIN information (subject to third-party rights), Contract Pricing, EDI transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP

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Infuse grants to Vendor an unlimited, non-revocable, non-transferable, fully paid license, for the term of this Agreement, to: (A) release state specific data to a Member's primary contact; (B) release any of the above data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (C) to release any of the above data to other MMCAP Infuse approved third parties, when necessary for the performance of this Agreement; (D) to provide Member purchase data to aggregators, including 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 (E) to provide Member purchase data to other group purchasing organizations of which the Member is also a member, provided such data will not include MMCAP Infuse-identifiable data. Any MMCAP Infuse identifiable data provided hereunder to a third party must identify the data as MMCAP Infuse data and subject to Minnesota Statutes, Chapter 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP Infuse or a Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.

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

9.3 **Pre-Existing Intellectual Property**. MMCAP Infuse and Vendor will each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. The Vendor grants Minnesota a perpetual, irrevocable, non-exclusive, royalty free license for Vendor's pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement. The aforementioned license is solely for use by Members, and their agents related to an internal business or governmental purposes.

9.4 **Intellectual Property Indemnification**. The Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MMCAP Infuse, at the Vendor's expense, from any action or claim brought against MMCAP Infuse to the extent that it is based on a claim of an infringement upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor's or MMCAP Infuse's opinion is likely to arise, the Vendor must, at MMCAP Infuse's discretion, either procure for MMCAP Infuse the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MMCAP Infuse will be in addition to and not exclusive of other remedies provided by law.

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

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

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

ARTICLE X
INSURANCE

10.1 **Notice**. The Vendor is required to submit Certificates of Insurance acceptable to MMCAP Infuse as evidence of insurance coverage requirements prior to commencing work under the Agreement. Vendor will not commence work under the Agreement until they have obtained all the insurance described below and MMCAP Infuse has approved such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the Agreement. The failure of MMCAP Infuse to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify MMCAP Infuse of the cancellation of policies required under this Agreement shall not constitute a waiver by MMCAP Infuse to the Vendor to provide such insurance. MMCAP Infuse reserves the right to immediately terminate the Agreement if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP Infuse and copies of policies must be submitted to MMCAP Infuse. The Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

10.2 **Additional Insurance Conditions**.

A. Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of Vendor's performance under this Agreement;

B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP Infuse within five (5) business days with a copy of the cancellation notice, unless Vendor's

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policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MMCAP Infuse;

C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;

D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;

E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;

F. Vendor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and

G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.

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

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

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

If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation 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. $5,000,000 – per occurrence
ii. $5,000,000 – annual aggregate
iii. $5,000,000 – annual aggregate – Products/Completed Operations
iv. The following coverages shall be included:
    a. Premises and Operations Bodily Injury and Property Damage
    b. Personal and Advertising Injury
    c. Blanket Contractual Liability
    d. Products and Completed Operations Liability
    e. MMCAP Infuse named as an Additional Insured, to the extent permitted by law

C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

i. $2,000,000 – per occurrence
ii. $2,000,000 – annual aggregate

D. Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance: This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Vendor's services required under the Agreement. Insurance minimum limits are as follows:

i. $2,000,000 – per occurrence
ii. $2,000,000 – annual aggregate

ARTICLE XI
GENERAL TERMS

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

11.2 **Audits**. Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota, MMCAP Infuse, and/or the

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Minnesota Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. This clause extends to the Membership as it relates to business conducted with and sales a Member.

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

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

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

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

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

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

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

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

11.9 **Governing Law, Jurisdiction, and Venue**. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

VENDOR: Sanofi Pasteur, Inc.

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

Name: Mackenzie Fetterman

Signature: Fetterman, Mackenzie /US Digitally signed by Fetterman, Mackenzie /US Date: 2022.10.07 14:23:04 -04'00'

Title: Deputy Director, Government Accounts

Date: 10/7/2022

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: Brandon Sis

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

Date: 10/10/2022

COMMISSIONER OF ADMINISTRATION

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

Name: Michelle Korpela

Signature: DocuSigned by: Michelle Korpela 450F253EFE4D41F...

Date: 10/10/2022

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ATTACHMENT A

FLU YEAR PRODUCTS, PRICING, AND TERMS

2023-2024 Pricing will be inserted here when approved.

2023-2024 Shipping Commitments will be inserted here when approved.

Returns and other items regarding the 2022-23 Season will be controlled by MMS17019.

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ATTACHMENT B

Sales Data Report Requirements

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 (MMCAP Infuse contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (99999.9999)
AH	MMCAP Infuse Contract Number (MMS2200727)
AI	Admin Fee
AJ	Credit Indicator (C for credit)
AK	MMCAP Infuse Assigned Wholesaler Code (May either leave blank or Sanofi Pasteur = 0875)
AL	Manufacturer Name (MFG Name)
AM	Class of Trade
AN	340b Purchase
AO	Category
AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXX)
AS	UNSPSC Description
AT	GLN
AU	GTIN

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ATTACHMENT C

Minnesota Statutory Procurement Language

1. **Government Data Practices**. Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (**Data Practices Act**), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
   A. Notification. If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
   B. Indemnification. Vendor agrees to indemnify, save, and hold Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
   C. Release of MMCAP Infuse Data. Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to 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

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to take affirmative action to employ and advance in employment physically and mentally disabled persons.

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

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

5. **E-Verify certification (In accordance with Minn. Stat. § 16C.075)**. For services valued in excess of $50,000, Vendor certifies that as of the date of services performed on behalf of Minnesota, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of Minnesota. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.
6. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053**). The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
7. **Contingency Fees Prohibited**. Pursuant to Minn. Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
8. **Diverse Spend Reporting**. If the total value of this Agreement may exceed $500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.
9. **Retainage for Minnesota Government Units**. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.
10. **Payment to Subcontractors.** To the extent applicable, the Vendor must pay all subcontractors pursuant to Minn. Stat. § 16A.1245.

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MMS2200727
Amendment #1
Effective Date: 01/01/2023
Admin Fee: 1.5%
FP

December 16, 2022

Brandon Sis, PharmD, MBA, CCHP
Clinical Pharmacy Coordinator, Corrections
MMCAP Infuse
Materials Management Division
Department of Administration
50 Sherburne Ave, Room 112
St. Paul, MN 55155

Subject: MMCAP Infuse Contract #MMS2200727
Sanofi Pasteur Inc. Contract #A21478-3

Dear Mr. Sis,

Sanofi Pasteur Inc. is pleased to offer the following Fluzone® contract terms for the 2023-2024 season:

1) Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of March 31, 2023. After March 31, 2023, reservation requests will be accepted subject to product availability.

2) **Pricing:** Exhibit A provides the 2023-2024 vaccine formulations, prices, and discounts.

3) **Payment terms:** Remains at 2% 30, Net 31 days.

4) **Shipping Commitments:** If Sanofi Pasteur misses the agreed upon shipping commitment on 9.30.2023 (75% HD/FB; 50% SD QIV) or 10.31.2023 (100%), the member will be given the ability to reduce or cancel the volume of doses missed within the monthly commitment.

Shipping Commitment Timelines	**Fluzone High-Dose Quadrivalent and Flublok Quadrivalent vaccines**	**September 30th – 75% of doses shipped** **October 31st – 100% of doses shipped**
	Fluzone Quadrivalent vaccines	**September 30th – 50% of doses shipped** **October 31st – 100% of doses shipped**

Sanofi Pasteur Inc. reserves the right to schedule shipments and/or make partial shipments with prior notification. This shipping commitment only applies to each Member's confirmed request for the 2023-2024 influenza season and must be confirmed by March 31, 2023. Any doses confirmed or any modification to the Fluzone vaccine request by Members after March 31, 2023 will be excluded from the shipping commitments above.

5) **Returnability:** For direct purchases from Sanofi Pasteur Inc. for the current influenza season Members may return a limited number of unused and expired doses for credit toward future purchases of influenza vaccine as follows:
   - Ten (10) percent of each presentation of each customer's influenza vaccine shipped during the 2023-2024 influenza season may be returned for full credit.
   - Credit can be applied to any future purchases of Sanofi Pasteur Inc. vaccines.
   - Expired influenza vaccine returns are accepted beginning after May 1, 2024 and must be returned by July 31, 2024.

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STATE OF MINNESOTA FOR MMCAP INFUSE
In accordance with Minn. Stat. 16C.03, Subd.3
Name: DocuSigned by: Renata Vaschevici
Signature: Renata Vaschevici
Date: 69ABFC827DA744F... 12/19/2022

Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

MMCAP INFUSE

By:
Printed Name:
Title:
Date:

SANOFI PASTEUR INC.

By: Fetterman, Mackenzie /US Digitally signed by Fetterman, Mackenzie /US Date: 2022.12.16 08:50:51 -05'00'
Printed Name: Mackenzie Fetterman
Title: Deputy Director, Government Accounts
Date: 12/16/2022

COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. 16C, Subd.2
Name: DocuSigned by: Michelle Korpela
Signature: Michelle Korpela
Date: 460F253EFE4D41F... 12/20/2022

Exhibit A

Contract Pricing	*Fluzone Quadrivalent vaccine 5-ml multidose vial 49281-0639-15	$165.82
	*Fluzone Quadrivalent vaccine 0.5-mL prefilled syringe 49281-0423-50	$177.40
	Fluzone High-Dose vaccine 0.5-mL prefilled syringe 49281-0123-65	$615.18
	Flublok Quadrivalent vaccine 0.5-mL prefilled syringe 49281-0723-10	$615.18
Shipping Commitment Timelines	Fluzone High-Dose Quadrivalent and Flublok Quadrivalent vaccines	September 30th – 75% of doses shipped October 31st – 100% of doses shipped
	Fluzone Quadrivalent vaccines	September 30th – 50% of doses shipped October 31st – 100% of doses shipped

*QIV Multidose vial and prefilled syringe presentations includes the Member Savings Discount (2%) and VSh Web Discount (1%) in final pricing shown above.
Prices above **do not include** federal excise tax of $7.50 per unit ($.75 per dose).
HD and Flublok **do not receive** the Member Savings Discount.
Members will receive VSh Web Discount for HD and Flublok when order is placed on line. **Discount is not included in the price.**
Members can receive 2% Prompt Pay Discount **on all presentations.**

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sanofi

MMCAP INFUSE

Sanofi Pasteur Inc.
Amendment No. 2 to 2023-2024 Influenza Vaccine Contract

This Amendment No. 2 ("**Amendment**") to MMS2200727 and its amendments ("**Agreement**") is effective as of March 31, 2023, by and between the State of Minnesota acting through its commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Sanofi Pasteur Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**Sanofi Pasteur**").

WHEREAS, MMCAP Infuse and Sanofi Pasteur Inc. have previously entered into the Agreement, pursuant to which MMCAP Infuse may purchase vaccine products from Sanofi Pasteur Inc.; and

WHEREAS, the parties desire to amend the Agreement to modify certain terms and conditions therein.

NOW THEREFORE, the parties hereto agree as follows:

1) **Capitalized Terms; Definitions; Conditions**. The Agreement and Amendment 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.

2) Paragraph 3.6(C) of the Agreement is amended as follows:

   C. Cancelation and Changes: ~~Members may modify or cancel any pre-booked orders any time prior to shipment.~~ After the reservation period, Members cannot cancel/reduce their confirmed reservation. Vendor will send an email confirmation to each Member once their order(s) have been processed and respective prebook doses are available.

3) Paragraph 1 of Attachment A, 2023-2024 Pricing and Shipping Commitments, as set forth in Amendment 1 to the Agreement, is revised as follows:

   1) Reservations may be placed until **March 31, 2023**. Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of March 31, 2023. After ~~March 31, 2023, reservation requests will be accepted subject to product availability~~ the reservation period, Members cannot cancel or reduce their confirmed reservation.

4) Paragraph 5(a) of Attachment A, 2023-204 Pricing and Shipping Commitments, as set forth in Amendment 1 to the Agreement is revised as follows:

   5.) **Returnability:** For direct purchases from Sanofi Pasteur Inc. for the current influenza season, Members may return a limited number of unused and expired doses for credit toward future purchases of influenza vaccine as follows:
      a. ~~Ten (10)~~ Fifteen (15) percent of each presentation of each customer's influenza vaccine shipped during the 2023-2024 influenza season may be returned for full credit.

5) Paragraph 4.6 of the Agreement is revised to add subparts B and C as follows:

   4.6 **Failure to Perform**. Upon failure to perform the following items in the time and manner as set forth herein, the following fees shall be paid by Vendor.
      A. Late Administrative Fee Payments: As provided for in statute for late payments to Minnesota.
      B. Reports. In the event that any report and/or data provided by the Vendor, pursuant to the terms of the 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 will dedicate a specified person to work with MMCAP Infuse until resolved.

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C. Adding and Removing Members. Every time the Vendor fails to meet the timeline requirements in this Agreement to add or remove a Member's eligibility to purchase Products, Vendor will work with MMCAP Infuse until this is resolved.

6) Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

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

Name: Mackenzie Fetterman
Signature: Mackenzie Fetterman
Title: Deputy Director, Government Accounts
Date: 3/24/2023

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

Name: Brandon Sis
Signature: DocuSigned by: Brandon Sis
Date: 3/24/2023

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

Name: Renata Vaschevici
Signature: DocuSigned by: Renata Vaschevici
Date: 3/24/2023

DocuSign Envelope ID: 85C65455-16A1-4DF9-919D-B89C41D57914

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Sanofi Pasteur Inc.

Amendment No. 3 to 2023-2024 Influenza Vaccine Contract

This Amendment No. 3 ("**Amendment**") to MMS2200727 and its amendments ("**Agreement**") is effective as of April 3, 2023, or the date all required signatures are obtained for this document, by and between the State of Minnesota acting through its commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Sanofi Pasteur Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**Sanofi Pasteur**").

WHEREAS, MMCAP Infuse and Sanofi Pasteur Inc. have previously entered into the Agreement, pursuant to which MMCAP Infuse may purchase vaccine products from Sanofi Pasteur Inc.; and

WHEREAS, the parties desire to amend the Agreement to modify certain terms and conditions therein.

NOW THEREFORE, the parties hereto agree as follows:

1) **Capitalized Terms; Definitions; Conditions**. The Agreement and Amendment 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.

2) Paragraph 1 of Attachment A, 2023-2024 Pricing and Shipping Commitments, as set forth in Amendment 2 to the Agreement, is revised as follows:

   1) Reservations may be placed until ~~**March 31, 2023**~~ **April 14, 2023**. Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of ~~March 31, 2023~~ April 14, 2023. After the reservation period, Members cannot cancel or reduce their confirmed reservation.

3) Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

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

Name: Mackenzie Fetterman

Signature: Mackenzie Fetterman — Digitally signed by Mackenzie Fetterman Date: 2023.04.03 16:21:37 -04'00'

Title: Deputy Director, Government Accounts

Date: 4/3/2023

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

Name: Brandon Sis

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

Date: 4/4/2023

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

Name: Michelle Korpela

Signature: DocuSigned by: Michelle Korpela 450F253EFE4D41F...

Date: 4/4/2023

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MMS2200727
Amendment #4
Admin Fee: 1.5%
FP

December 1, 2023

Brandon Sis, PharmD, MBA, CCHP
Clinical Pharmacy Coordinator, Corrections
MMCAP Infuse
Materials Management Division
Department of Administration
50 Sherburne Ave, Room 112
St. Paul, MN 55155

Subject: MMCAP Infuse Contract #MMS2200727
Sanofi Pasteur Inc. Contract #A21478-4

Dear Mr. Sis,

Sanofi Pasteur Inc. is pleased to offer the following Fluzone® contract terms for the 2024-2025 season:

1) Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of April 19, 2024. After, the reservation period, Members cannot cancel or reduce their confirmed reservation.

2) **Pricing:** Exhibit A provides the 2024-2025 vaccine formulations, prices, and discounts.

3) **Paragraph 3.2 of the Agreement is amended as follows:**

   3.2 **Payment terms:** Payment to the Vendor from the Member is due ninety-one (91) days from the receipt of the invoice. The Member may be eligible to receive a discount if payment to Vendor is made within ninety (90) days from the receipt of the invoice. An additional discount may be available for all orders placed online through www.vaccineshop.com. The Attachment A for the applicable Flu Season shall dictate the discounts available to Members. These terms apply to any Products shipped, including partial shipments. The discounts do not apply to any applicable federal excise taxes/surcharges.

4) **Shipping Commitments:** If Sanofi Pasteur misses the agreed upon shipping commitment on 9.30.2024 (75% HD/FB; 50% SD QIV) or 10.31.2024 (100%), the member will be given the ability to reduce or cancel the volume of doses missed within the monthly commitment.

Shipping Commitment Timelines	**Fluzone High-Dose Quadrivalent and Flublok Quadrivalent vaccines**	**September 30th – 75% of doses shipped October 31st – 100% of doses shipped**
	Fluzone Quadrivalent vaccines	**September 30th – 50% of doses shipped October 31st – 100% of doses shipped**

Sanofi Pasteur Inc. reserves the right to schedule shipments and/or make partial shipments with prior notification. This shipping commitment only applies to each Member's confirmed request for the 2024-2025 influenza season and must be confirmed by April 19, 2024. Any doses confirmed or any modification to the Fluzone vaccine request by Members after April 19, 2024 will be excluded from the shipping commitments above.

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5) **Returnability:** For direct purchases from Sanofi Pasteur Inc. for the current influenza season Members may return a limited number of unused and expired doses for credit toward future purchases of influenza vaccine as follows:
   - Fifteen (15) percent of each presentation of each customer's influenza vaccine shipped during the 2024-2025 influenza season may be returned for full credit.
   - Credit can be applied to any future purchases of Sanofi Pasteur Inc. vaccines.
   - Expired influenza vaccine returns are accepted beginning after May 1, 2025 and must be returned by July 31, 2025.

Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

MMCAP INFUSE

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

Name: Brandon Sis
Title: Clinical Pharmacy Coordinator, Corrections
Signature: Brandon Sis
Date: 12/4/2023

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

Name: Michelle Korpela
Title: Pharmacy Program Manager
Signature: Michelle Korpela
Date: 12/4/2023

SANOFI PASTEUR INC.

Sanofi Pasteur, Inc.

Name: Amanda Medrano
Title: Director, Government Accounts
Signature: Amanda Medrano
Date: Digitally signed by Amanda Medrano 2023.12.01 16:29:21 -05'00'

Exhibit A

Contract Pricing	*Fluzone Quadrivalent vaccine 5-ml multidose vial 49281-0641-15	$169.13
	*Fluzone Quadrivalent vaccine 0.5-mL prefilled syringe 49281-0424-50	$180.95
	Fluzone High-Dose vaccine 0.5-mL prefilled syringe 49281-0124-65	$639.79
	Flublok Quadrivalent vaccine 0.5-mL prefilled syringe 49281-0724-10	$639.79
Shipping Commitment Timelines	Fluzone High-Dose Quadrivalent and Flublok Quadrivalent vaccines	September 30th – 75% of doses shipped October 31st – 100% of doses shipped
	Fluzone Quadrivalent vaccines	September 30th – 50% of doses shipped October 31st – 100% of doses shipped

*QIV Multidose vial and prefilled syringe presentations includes the Member Savings Discount (2%) and VSh Web Discount (1%) in final pricing shown above.
Prices above **do not include** federal excise tax of $7.50 per unit ($.75 per dose).
HD and Flublok **do not receive** the Member Savings Discount.
Members will receive VSh Web Discount for HD and Flublok when order is placed online. **Discount is not included in the price.**
Members can receive 2% Prompt Pay Discount **on all presentations.**

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AMENDMENT NO. 5 TO MMCAP INFUSE AGREEMENT NO. ~~MMS2000296~~ MMS2200727

THIS AMENDMENT NO. 5 ("**Amendment**") to MMS2200727 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 Sanofi Pasteur, Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**Sanofi Pasteur**").

RECITALS

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

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

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

Capitalized Terms; Definitions; Conditions. The Agreement and Amendment shall be read together as one document. Any capitalized terms used in 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**: ~~December 31, 2024.~~ December 31, 2025.

Revision 2: Paragraph 4, *Shipping Commitments,* as set forth in Amendment 4 to the Agreement, is resvised as follows:

4) **Shipping Commitments:** If Sanofi Pasteur misses the agreed upon shipping commitment on 9.30.2024 (75% HD/FB; 50% SD ~~QIV~~ TIV) or 10.31.2024 (100%), the member will be given the ability to reduce or cancel the volume of doses missed within the monthly commitment.

Shipping Commitment Timelines	**Fluzone High-Dose ~~Quadrivalent~~ Trivalent and Flublok ~~Quadrivalent~~ Trivalent vaccines**	**September 30th – 75% of doses shipped October 31st – 100% of doses shipped**
	Fluzone ~~Quadrivalent~~ Trivalent vaccines	**September 30th – 50% of doses shipped October 31st – 100% of doses shipped**

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Revision 3: *Exhibit A*, as set forth in Amendment 4 to the Agreement, is revised as follows:

Exhibit A

Contract Pricing	***Fluzone ~~Quadrivalent~~ Trivalent vaccine 5-ml multidose vial 49281-0641-15**	**$169.13**
	***Fluzone ~~Quadrivalent~~ Trivalent vaccine 0.5-ml prefilled syringe 49281-0424-50**	**$180.95**
	Fluzone High-Dose vaccine 0.5-ml prefilled syringe 49281-0124-65	**$639.79**
	Flublok ~~Quadrivalent~~ Trivalent vaccine 0.5-ml prefilled syringe 49281-0724-10	**$639.79**
Shipping Commitment Timelines	**Fluzone High-Dose ~~Quadrivalent~~ Trivalent and Flublok ~~Quadrivalent~~ Trivalent vaccines**	**September 30th - 75% of doses shipped October 31st -100% of doses shipped**
	Fluzone ~~Quadrivalent~~ Trivalent vaccines	**September 30th - 50% of doses shipped October 31st -100% of doses shipped**

~~QIV~~ TIV Multidose vial and prefilled syringe presentations includes the Member Savings Discount (2%) and VSh Web Discount (1%) in final pricing shown above.

*Prices above **do not include** federal excise tax of $7.50 per unit($.75 per dose).*

*HD and Flublok **do not receive** the Member Savings Discount.*

*Members will receive VSh Web Discount for HD and Flublok when order is placed online. **Discount is not included in the price.***

*Members can receive 2% Prompt Pay Discount **on all presentations.***

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

Name: Amanda Medrano
Signature: Amanda Medrano Digitally signed by Amanda Medrano Date: 2024.02.06 09:18:49 -05'00'
Title: Director, Government Accounts
Date: 2/6/2024

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

Name: Brandon Sis
Signature: DocuSigned by: Brandon Sis 7DEB89B34EBE41C...
Date: 2/6/2024

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

Name: Renata Vaschevici
Signature: DocuSigned by: Renata Vaschevici 69ABFC827DA744F...
Date: 2/6/2024

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sanofi

Sanofi Pasteur Inc.
Notification of Amendment No. 6 to MMCAP Infuse Agreement No. MMS2200727

This Amendment is effective as of February 26, 2024, by and between State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Sanofi Pasteur Inc. ("**Sanofi**").

WHEREAS, MMCAP Infuse and Sanofi have previously entered into an Amendment, pursuant to which MMCAP Infuse may purchase vaccine products from Sanofi; and

WHEREAS, the parties desire to amend Agreement No. MMS2200727 to modify certain terms and conditions therein.

NOW THEREFORE, the parties hereto agree as follows:

1) Exhibit A of the Agreement No. MMS2200727 is deleted in its entirety and replaced with the attached Exhibit A.

2) Except as modified herein, all provisions of the Amendment shall continue in full force and effect.

Sincerely,

Amanda Medrano

Digitally signed by Amanda Medrano
Date: 2024.02.22 09:35:37 -05'00'

Amanda Medrano
Director, Government Accounts

STATE OF MINNESOTA FOR MMCAP INFUSE
In accordance with Minn. Stat. 16C.03, Subd.3
Name: DocuSigned by: Brandon Sis
Signature: Brandon Sis
Date: 2/22/2024 | 02E689B34EBE41C...

COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. 16C, Subd.2
Name: DocuSigned by: Renata Vaschevici
Signature: Renata Vaschevici
Date: 2/22/2024 | 0324FC827DA744F...

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sanofi

Exhibit A

Contract Pricing	***Fluzone Trivalent vaccine 5-ml multidose vial 49281-0641-15**	**$169.13**
	***Fluzone Trivalent vaccine 0.5-mL prefilled syringe 49281-0424-50**	**$176.73**
	Fluzone High-Dose vaccine 0.5-mL prefilled syringe 49281-0124-65	**$639.79**
	Flublok Trivalent vaccine 0.5-mL prefilled syringe 49281-0724-10	**$639.79**
Shipping Commitment Timelines	**Fluzone High-Dose Trivalent and Flublok Trivalent vaccines**	**September 30th – 75% of doses shipped October 31st – 100% of doses shipped**
	Fluzone Trivalent vaccines	**September 30th – 50% of doses shipped October 31st – 100% of doses shipped**

**TIV Multidose vial and prefilled syringe presentations includes the Member Savings Discount (2%) and VSh Web Discount (1%) in final pricing shown above.*

*Prices above **do not include** federal excise tax of $7.50 per unit ($.75 per dose).*

*HD and Flublok **do not receive** the Member Savings Discount.*

*Members will receive VSh Web Discount for HD and Flublok when order is placed online. **Discount is not included in the price.***

*Members can receive 2% Prompt Pay Discount **on all presentations.***

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MMS2200727
Amendment #7
Admin Fee: 1.5%
FP

November 26, 2024

Renata Vaschevici, PharmD
Clinical Pharmacy Coordinator, Public Health and Student Health
MMCAP Infuse
50 Sherburne Ave, Room 112
St. Paul, MN 55155

Subject: MMCAP Infuse Contract #MMS2200727
Sanofi Pasteur Inc. Contract # A22749-3

Dear Mrs. Vaschevici,

Sanofi Pasteur Inc. is pleased to offer the following Fluzone® contract terms for the 2025-2026 season:

1) Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of May 2, 2025. After, the reservation period, Members cannot cancel or reduce their confirmed reservation.

2) **Pricing:** A new Attachment A 2025-2026 will be incorporated into the Agreement and is attached to this amendment as Exhibit A and provides the 2025-2026 vaccine formulations, prices, and discounts.

3) **Payment terms:** Remains at 2% 90, Net 91 days.

4) **Shipping Commitments:** If Sanofi Pasteur misses the agreed upon shipping commitment on 9.30.2025 (75% HD/FB; 50% SD) or 10.31.2025 (100%), the member will be given the ability to reduce or cancel the volume of doses missed within the monthly commitment.

Shipping Commitment Timelines	**Fluzone High-Dose and Flublok vaccines**	**September 30th – 75% of doses shipped** **October 31st – 100% of doses shipped**
	Fluzone vaccines	**September 30th – 50% of doses shipped** **October 31st – 100% of doses shipped**

Sanofi Pasteur Inc. reserves the right to schedule shipments and/or make partial shipments with prior notification. This shipping commitment only applies to each Member's confirmed request for the 2025-2026 influenza season and must be confirmed by May 2, 2025. Any doses confirmed or any modification to the Fluzone vaccine request by Members after May 2, 2025 will be excluded from the shipping commitments above.

5) **Returnability:** For direct purchases from Sanofi Pasteur Inc. for the current influenza season Members may return a limited number of unused and expired doses for credit toward future purchases of influenza vaccine as follows:
   - Fifteen (15) percent of each presentation of each customer's influenza vaccine shipped during the 2025-2026 influenza season may be returned for full credit.
   - Credit can be applied to any future purchases of Sanofi Pasteur Inc. vaccines.
   - Expired influenza vaccine returns are accepted beginning after May 1, 2026 and must be returned by July 31, 2026.

Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

MMCAP INFUSE

STATE OF MINNESOTA FOR MMCAP INFUSE
In accordance with Minn. Stat. § 16C.03, subd. 3
Name: Brandon Sitz
Title: Clinical Pharmacy Coordinator, Corrections
Signature: DocuSigned by: Brandon Sitz 02E889B34EBE41C...
Date: 12/5/2024

COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. § 16C.05, subd. 2
Name: Michelle Korpela
Title: Pharmacy Program Manager
Signature: DocuSigned by: Michelle Korpela 730F253EFE4D41F...
Date: 12/5/2024

SANOFI PASTEUR INC.

Sanofi Pasteur, Inc.

Name: Jaclyn Ulchney
Title: Deputy Director, Government Accounts
Signature: Signed by: Jaclyn Ulchney 2002426ODBEB4479...
Date: 12/5/2024

Exhibit A

Contract Pricing	**Fluzone vaccine 5-ml multidose vial 49281-0643-15**	**$176.07**
	Fluzone vaccine 0.5-mL prefilled syringe 49281-0425-50	**$183.98**
	Fluzone High-Dose vaccine 0.5-mL prefilled syringe 49281-0125-65	**$658.99**
	Flublok vaccine 0.5-mL prefilled syringe 49281-0725-10	**$658.99**
Shipping Commitment Timelines	**Fluzone High-Dose and Flublok vaccines**	**September 30th – 75% of doses shipped October 31st – 100% of doses shipped**
	Fluzone vaccines	**September 30th – 50% of doses shipped October 31st – 100% of doses shipped**

*Prices above **do not include** federal excise tax of $7.50 per unit ($.75 per dose).*
Multidose vial and prefilled syringe receive a 2 % Member Savings discount.
*HD and Flublok **do not receive** a 2% Member Savings Discount.*
*Members will receive 1% VSH Web Discount **on all presentations** when placed online. **Discount is not included in the price.***
*Members can receive 2% Prompt Pay Discount **on all presentations.***

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AMENDMENT NO. 8 TO MMCAP INFUSE AGREEMENT NO. MMS2200727

THIS AMENDMENT NO. 8 ("**Amendment**") to MMS2200727 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 Sanofi Pasteur, Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**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: Definition 5 of *Prefix A* of the Agreement has been revised as follows:

5. **Contract Pricing:** Means the price that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership as set forth on ***Attachment A*** and ***Exhibit A*** of ***Attachment D*** and any subsequent amendment to this Agreement.

Revision 2: *Attachment D: Partner Plus Influenza Vaccine Purchase Agreement* has been added to the Agreement Components.

1. **Prefix A**: Definitions
2. **Attachment A**: Flu Year Products, Pricing, and Terms
3. **Attachment B**: Required Reporting for Direct Sales
4. **Attachment C**: MN Statutory Language
5. **Attachment D**: Partner Plus Influenza Vaccine Purchase Agreement
   - -Exhibit A: Contract Pricing, Shipping Commitments, Market Share Definitions
   - -Exhibit B: Practice Location Information
   - -Appendix A: Partner Plus further discounts

Revision 3: *Attachment D: Partner Plus Influenza Vaccine Purchase Agreement* will be added to the Agreement which is attached and incorporated as **Exhibit 1**.

[Signature page follows]

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

Name: Signed by: Jaclyn Ulichney
Signature: Jaclyn Ulichney 0CC4260DBEB4479...
Title: Deputy Director, Government Accounts
Date: 3/13/2025

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

Name: DocuSigned by: aid
Signature: Krista McQuaid 9AE8C2F9FB9A452...
Date: 3/14/2025

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

Name: DocuSigned by: Renata Vaschevici
Signature: Renata Vaschevici 69ABEC827DA744F...
Date: 3/14/2025

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MMS2200727
Amendment #8

Exhibit 1
Attachment D

"NAME» 2025-2026 PARTNER PLUS INFLUENZA VACCINE PURCHASE AGREEMENT BETWEEN "NAME» AND SANOFI PASTEUR INC. ("SANOFI")

Group Name:	**"Name»**
Address:	
Primary Contact & Title:	
Email of Primary Contact:	
Group Purchasing Organization:	MMCAP Infuse

Influenza Vaccine Purchase Agreement for "Name»

Single Entity. **"Name»** is defined to include any office locations ("Practice Locations"), through which **"Name»** carries out professional services. Practice Locations are listed in Exhibit B. References to **"Name»** include its Practice Locations. **"Name»**, inclusive of its Practice Locations, is considered a single legal entity under this Agreement, and a single "buyer" for purposes of the Anti-Kickback Statute discount exception, 42 U.S.C. § 1320a-7b(b)(3)(A), and safe harbor, 42 C.F.R. § 1001.952(h).

Offers. According to its immunization protocol, **"Name»**, a Member of **MMCAP Infuse** (for itself and, as applicable, its participating Practice Locations) commits to the terms and conditions set forth below:

Influenza Vaccine Terms:

1) **"Name»** must sign, date and return this Agreement **by May 2, 2025**, in order to be eligible for the pricing and shipping terms presented below. As defined in Section 7, this is a two-year (24-month) or three-year (36-month) Agreement. Sanofi will issue an Amendment for year two and year three of this Agreement. This will include an update to Exhibit A and Appendix A.

2) **Performance Metrics.** Contract pricing, payment terms and shipping commitment timelines are indicated below in Exhibit A for the 2025-2026 influenza season. Terms are valid for requests placed by **"Name»** for the 2025-2026 formula vaccines only. Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of May 2, 2025.

   The market share expectation is defined in Exhibit A. Influenza vaccine doses purchased as of December 31, 2025 may count towards performance benchmarks. Sanofi's commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps impacting the distribution of vaccine supplies.

3) **Price Cap.** **"Name»** will experience no more than a 2% year over year price increase on standard Trivalent influenza vaccines and no more than 4% increase on Fluzone® High-Dose and Flublok® influenza vaccines over the pricing in the previous influenza season.

4) **Direct Purchases Only.** **"Name»** shall purchase influenza vaccine products hereunder from Sanofi on a direct purchase basis only. Any influenza vaccine orders placed through a wholesaler or distributor will not be credited to **"Name»'s** Influenza Purchase Agreement, and will not count toward any volume or share benchmarks.

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5) **Shipping Commitments**. If Sanofi does not meet the Shipping Commitments set forth in Exhibit A, and a Practice Location purchases a competitor's injectable influenza vaccine at a price greater than the Contract Price set forth in Exhibit A, then Sanofi will issue a credit of $1.00 per dose of competitor's injectable influenza vaccine purchased, up to the number of influenza vaccine committed doses not meeting the Shipping Commitments for that Practice Location. This credit shall be the sole and exclusive remedy to **"Name»** for any failure of Sanofi to meet the Shipping Commitments. The credit issued may only be applied to a future purchase by the Practice Location of Sanofi influenza products. Any such future purchases must be made within ten (10) days of the date(s) committed by Sanofi. All claims for shipping commitment credit, together with appropriate documentation (proof of purchase), must be received by Sanofi, no later than December 1, of each Agreement year.

6) **Credit.** For direct purchases from Sanofi for the 2025-2026 influenza season, **"Name»** may return a limited number of unused and expired doses for credit as follows:

- Up to fifteen (15) percent of each presentation of influenza vaccine shipped to **"Name»** during the 2025-2026 influenza season may be returned for full credit.
- Sanofi will accept expired influenza vaccine returns beginning May 1, 2026, and must be returned by July 31, 2026. Returns received outside of this window will not be accepted.
- Credit can be applied to any future direct purchases of Sanofi vaccines.

Additional Terms:

7) Term. The term of this Agreement is twenty-four (24) or thirty-six (36) months, beginning [January 1], 2025 and ending December 31, 2027. Beginning after year one of this three-year Agreement, either Party may terminate with cause as follows:

- **"Name»** may terminate if Sanofi fails to ship contracted product within ten (10) days of shipping commitments.
- Sanofi may terminate if **"Name»** does not meet contracted performance benchmarks.
- Sanofi further reserves the right to cancel or amend this Agreement should **"Name»** not meet Sanofi's requirements as outlined in section 8.
- "Name" may cancel this Agreement without cause upon 60 days' written notice to Sanofi Pasteur.

Any benefit earned through the date of cancellation will be issued as specified by the Agreement. **"Name»** may acquire product in future years at other price points if contract is terminated. Agreement is subject to modification by either Party in the event of Advisory Committee on Immunization Practices (ACIP) changes to guidelines or product recommendations. In the event that **MMCAP Infuse** fails to execute an agreement with Sanofi Pasteur prior to the end date of this Agreement, this Agreement will end on the last day of the term of the GPO Agreement.

8) **Practice Locations List. "Name»** shall (1) provide Sanofi with a complete list of Practice Locations participating in this Agreement, and (2) promptly advise Sanofi of any changes, additions or deletions to the list as they occur. All such information must be submitted via email in the electronic format indicated in Exhibit B. Sanofi will process any changes, additions and deletions relating to Exhibit B within forty-five (45) days of receipt. Sanofi reserves the right to exclude certain proposed Practice Locations from coverage, due to retail class of trade or currently accessing another flu contract via a different GPO, under this Agreement. In such event, Sanofi agrees to provide thirty (30) days' written notice to **"Name»** and work with **"Name»** during said period to resolve any issues.

9) **Invoice Disputes. "Name»** shall promptly advise Sanofi of any discrepancies in pricing. Credit Adjustment requests due to an error in pricing will be considered upon written notice to Sanofi and will be limited to the six (6) month period. Sanofi reserves the right to deny credit adjustments based upon incomplete or inaccurate information.

10) **Administrative Fees.** Pursuant to the agreement between MMCAP Infuse and Sanofi Pasteur, and in consideration of **"Name»'s** designated group purchasing organization, **MMCAP Infuse**, providing various administrative services, Sanofi shall pay an Administrative Fee to **MMCAP Infuse**.

11) **Performance Meetings. "Name»** agrees to meet with representatives from Sanofi as requested and agreed on by both parties to review current and trending contract compliance and performance.

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12) **Own Use.** **"Name»** represents and warrants that (1) Products sold to **"Name»** under this Agreement shall be dispensed to patients, physicians and/or employees of **"Name»** and (2) **"Name»** is operating in each instance, both on the effective date of this Agreement and on the date Products are dispensed, either as:

(i) the exclusive provider of the Products to patients, physicians or employees; or
(ii) a nonprofit institution, eligible for all purposes under the Nonprofit Institutions Act, 15 U.S.C. § 13c, for which purchases of the Products are made for **"Name»'s** "own use."

13) **Additional Representations and Warranties. "Name»** further represents and warrants that it:

a. Will store and handle all Products as described in each Product's approved labeling.
b. Will inspect Products upon receipt, immediately notify Sanofi of any Product that is damaged or unusable, and return such Product to Sanofi in accordance with Sanofi's agreement with MMCAP Infuse.
c. Will permit Sanofi or its authorized representatives to examine or replace inventory as mutually agreed upon and shall permit Sanofi or its authorized representatives access to the Practice Locations in order to provide information or service materials.
d. Will make itself available to meet with representatives from Sanofi once each calendar quarter to review contract compliance and performance.

14) **Promotional Programs and Offers.** With respect to any promotional programs or offers, Sanofi shall have the sole right and responsibility for establishing and modifying the terms and conditions with respect to the sale of the Products, including any terms and conditions relating to or affecting the price at which the Products will be sold, any discounts attributable to payments on receivables, distribution of the Products, credit to be granted or refused, and the like.

15) **Terms and Conditions**. All sales of Product hereunder are subject to the agreement between MMCAP Infuse and Sanofi in effect at the time of shipment. More information can be found at www.Vaccineshop.com and infuse-mn.gov. In the event of any conflict between the terms of the MMCAP Infuse and Sanofi agreement terms and the terms set forth herein, the terms of this Agreement shall control.

16) **Assignment**. Neither party may assign or transfer its rights nor obligations under this Agreement without the prior written consent of the other party hereto, provided that, Sanofi Pasteur, inc. may assign this Agreement to any affiliate or to a third party which purchases all, or substantially all, of the assets of the business to which this Agreement relates.

17) **Indemnification**. Sanofi shall indemnify, defend, and hold harmless **"Name»** against and in respect of any and all third-party claims, losses, costs, expenses, liabilities, and damages, (including reasonable attorneys' fees) to the extent they are in connection with, arising out of, or based upon an alleged defect in any of the products supplied hereunder (collectively, the "Claims"), except to the extent that any such claim is caused by **"Name»**'s negligence, recklessness, or willful misconduct, or from breach of any of **"Name»**'s representations, warranties, or certifications. As a condition to Sanofi's indemnification, **"Name»** shall give Sanofi notice of any claims (including a copy of any such claim served upon **"Name»**) promptly after such claims are served and shall cooperate with Sanofi Pasteur, Inc. and provide all such information to Sanofi as shall be reasonably necessary for the defense (or settlement) of such claims. **"Name»** agrees to cooperate with Sanofi in all respects with the conduct of the defense of the claims and shall not compromise or otherwise settle any such claims without Sanofi's prior written consent.

18) **MMCAP Infuse Terms and Conditions.** The terms and conditions of the **MMCAP Infuse** agreement shall apply to this Agreement. In the event of any conflict between this Agreement and the **MMCAP Infuse** agreement, the terms of this Agreement shall control.

19) **Notice.** Any notice or communication required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if confirmed by e-mail transmission: If to **"Name»**, directed to the email address listed in page 1 of this Agreement; if to Sanofi, ATTN: Senior Director, Contract Development and Analytics, EMAIL: contract.administration@sanofi.com.

20) This Agreement and its Exhibits constitute the final written expression of all terms and conditions of the Agreement relating to the transactions described herein. This Agreement and its Exhibits supersede all previous communications, representations, and agreements, promises, or statements, either written or verbally communicated, with respect to such transactions. No addition to or modification of any provision of this Agreement and its Exhibits will be binding unless made in writing and signed by the parties to the agreement or their authorized representatives.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year so indicated below, with full authorization to do so.

“NAME»	**SANOFI PASTEUR INC.**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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MMS2200727
Amendment #8

Attachment D
Exhibit A

* Does not include Fluzone High-Dose vaccine
Prices do not include Federal Excise Tax of $7.50 per unit ($.75 per dose)
Sanofi payment terms are 2% 90, net 91 days.

Partner Plus		
Performance Expectation	**Market Share/ Performance Expectation *(Fluzone TIV, Flublok TIV)**	95% TIV Market Share for purchases through December 31, 2025
		&
	Market Share/ Performance Expectation (HD TIV, Flublok TIV)	95% TIV Market Share
Market Share Definitions	**Fluzone TIV & Flublok TIV**	Vaccine market share is based on total purchases of Fluzone TIV & Flublok TIV vaccine as compared to total purchases of all influenza containing vaccine purchases, excluding Fluzone High- Dose and Fluad vaccines.
	Fluzone High-Dose TIV & Flublok TIV	Vaccine market share is based on total purchases of Fluzone High-Dose TIV & Flublok TIV vaccine as compared to total purchases of all influenza containing vaccine purchases, excluding Fluzone TIV vaccine.
Contract Pricing	Fluzone Trivalent vaccine 5-ml multidose vial 49281-0643-15	$139.36
	Fluzone Trivalent vaccine 0.5-mL prefilled syringe 49281-0425-50	$141.99
	Fluzone High-Dose Trivalent vaccine 0.5 mL prefilled syringe 49281-0125-65	$579.65
	Flublok Trivalent vaccine 0.5-mL prefilled syringe 49281-0725-10	$579.65
Shipping Commitment Timelines- Total Confirmed Influenza Vaccine Reservation by May 2nd 2025	**Fluzone High-Dose Trivalent and Flublok Trivalent vaccines**	August 31st – 25% of doses shipped September 30th – 75% of doses shipped October 31st – 100% of doses shipped
	Fluzone Trivalent vaccines	August 31st – 25% of doses shipped September 30th – 60% of doses shipped October 31st – 100% of doses shipped

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Amendment #8

Attachment D
Exhibit B

Practice Location Information

Required
Sanofi Customer Number
HIN, DEA, and GLN
Customer Segment (pediatric, FP, IM, etc.)
Name
Address
City
State
Zip

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Attachment D
Appendix A

	Influenza Vaccine Presentations and Pricing	NDC	Available Discount	Partner Plus Price without Federal Excise Tax
Contract Price	Fluzone TIV 5 mL multidose vial	49281-0643-15		$139.36
	Fluzone TIV 0.5 mL prefilled syringe	49281-0425-50		$141.99
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0125-65		$579.65
	Flublok 0.5 mL prefilled syringe	49281-0725-10		$579.65
* Flu Direct Savings Discount	Fluzone TIV 5 mL multidose vial	49281-0643-15	2%	$136.57
	Fluzone TIV 0.5 mL prefilled syringe	49281-0425-50	2%	$139.15
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0125-65	0%	$579.65
	Flublok 0.5 mL prefilled syringe	49281-0725-10	0%	$579.65
Less Web Discount Direct	Fluzone TIV 5 mL multidose vial	49281-0643-15	1%	$135.21
	Fluzone TIV 0.5 mL prefilled syringe	49281-0425-50		$137.76
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0125-65		$573.85
	Flublok 0.5 mL prefilled syringe	49281-0725-10		$573.85
Less Prompt Pay	Fluzone TIV 5 mL multidose vial	49281-0643-15	2%	$132.50
	Fluzone TIV 0.5 mL prefilled syringe	49281-0425-50		$135.00
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0125-65		$562.38
	Flublok 0.5 mL prefilled syringe	49281-0725-10		$562.38
Net Price (per Unit)	Fluzone TIV 5 mL multidose vial	49281-0643-15		$132.50
	Fluzone TIV 0.5 mL prefilled syringe	49281-0425-50		$135.00
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0125-65		$562.38
	Flublok 0.5 mL prefilled syringe	49281-0725-10		$562.38
Net Price (per Dose)	Fluzone TIV 5 mL multidose vial	49281-0643-15		$13.25
	Fluzone TIV 0.5 mL prefilled syringe	49281-0425-50		$13.50
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0125-65		$56.24
	Flublok 0.5 mL prefilled syringe	49281-0725-10		$56.24

* Discount applies to all direct orders reserved by May 2, 2025.

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AMENDMENT NO. 9 TO MMCAP INFUSE AGREEMENT NO. MMS2200727

THIS AMENDMENT NO. 9 ("**Amendment**") to MMS2200727 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 Sanofi Pasteur, Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**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**: ~~December 31, 2025~~ June 30,2026

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

Name: Signed by: Jaclyn Ulichney
Signature: Jaclyn Ulichney 0CC4260DBEB4479...
Title: Deputy Director, Government Accounts
Date: 9/17/2025

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

Name: DocuSigned by: on Sis
Signature: Brandon Sis 7DEB89B34EBE41C...
Date: 9/18/2025

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

Name: DocuSigned by: hevici
Signature: Renata Vaschevici 69ABFC827DA744F...
Date: 9/22/2025

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MMS2200727
Amendment #10
Admin Fee: 1.5%
FP

November 21, 2025

Renata Vaschevici, PharmD
Clinical Pharmacy Coordinator, Public Health and Student Health
MMCAP Infuse
50 Sherburne Ave, Room 112
St. Paul, MN 55155

Subject: MMCAP Infuse Contract #MMS2200727
Sanofi Pasteur Inc. Contract # A22749-4

Dear Mrs. Vaschevici,

Sanofi Pasteur Inc. is pleased to offer the following Fluzone® contract terms for the 2026-2027 season:

1) Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of April 17, 2026. After, the reservation period, Members cannot cancel or reduce their confirmed reservation.

2) **Pricing:** A new Attachment A 2026-2027 will be incorporated into the Agreement and is attached to this amendment as Exhibit A and provides the 2026-2027 vaccine formulations, prices, and discounts.

3) **Payment terms:** Remains at 2% 90, Net 91 days.

4) **Shipping Commitments:** If Sanofi Pasteur misses the agreed upon shipping commitment on 9.30.2026 (75% HD/FB; 50% SD) or 10.31.2026 (100%), the member will be given the ability to reduce or cancel the volume of doses missed within the monthly commitment.

Shipping Commitment Timelines	**Fluzone High-Dose and Flublok vaccines**	**September 30th – 75% of doses shipped** **October 31st – 100% of doses shipped**
	Fluzone vaccines	**September 30th – 50% of doses shipped** **October 31st – 100% of doses shipped**

Sanofi Pasteur Inc. reserves the right to schedule shipments and/or make partial shipments with prior notification. This shipping commitment only applies to each Member's confirmed request for the 2026-2027 influenza season and must be confirmed by April 17, 2026. Any doses confirmed or any modification to the Fluzone vaccine request by Members after April 17, 2026 will be excluded from the shipping commitments above.

5) **Returnability:** For direct purchases from Sanofi Pasteur Inc. for the current influenza season Members may return a limited number of unused and expired doses for credit toward future purchases of influenza vaccine as follows:
   - Fifteen (15) percent of each presentation of each customer's influenza vaccine shipped during the 2026-2027 influenza season may be returned for full credit.
   - Credit can be applied to any future purchases of Sanofi Pasteur Inc. vaccines.
   - Expired influenza vaccine returns are accepted beginning after May 1, 2027 and must be returned by July 31, 2027.

6) Effective January 1, 2026 Attachment D: Partner Plus Influenza Vaccine Purchase Agreement of the Agreement has been deleted and replaced in its entirety with a new *Attachment D*, which is attached and incorporated as Exhibit 1 of this Amendment.

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Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

MMCAP INFUSE

STATE OF MINNESOTA FOR MMCAP INFUSE
In accordance with Minn. Stat. § 16C.03, subd. 3
Name: Brandon Sis
Title: Clinical Pharmacy Coordinator, Corrections
Signature: DocuSigned by: Brandon Sis 5B89B34EBE41C...
Date: 12/10/2025

COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. § 16C.05, subd. 2
Name: Derek LaBar
Title: Pharmacy Program Manager
Signature: Signed by: Derek LaBar 93CEC7070D4C2...
Date: 12/12/2025

SANOFI PASTEUR INC.

Sanofi Pasteur, Inc.

Name: Jaclyn Ulichney
Title: Senior Manager, Contract Lifecycle
Signature: Signed by: Jaclyn Ulichney C4260DBEB4479...
Date: 12/8/2025

Exhibit A

Contract Pricing	**Fluzone vaccine 5-ml multidose vial 49281-0645-15**	**$179.59**
	Fluzone vaccine 0.5-mL prefilled syringe 49281-0426-50	**$187.66**
	Fluzone High-Dose vaccine 0.5-mL prefilled syringe 49281-0126-65	**$685.35**
	Flublok vaccine 0.5-mL prefilled syringe 49281-0726-10	**$685.35**
Shipping Commitment Timelines	**Fluzone High-Dose and Flublok vaccines**	**September 30th – 75% of doses shipped October 31st – 100% of doses shipped**
	Fluzone vaccines	**September 30th – 50% of doses shipped October 31st – 100% of doses shipped**

*Prices above **do not include** federal excise tax of $7.50 per unit ($.75 per dose).*
Multidose vial and prefilled syringe receive a 2 % Member Savings discount.
*HD and Flublok **do not receive** a 2% Member Savings Discount.*
*Members will receive 1% VSH Web Discount **on all presentations** when placed online. **Discount is not included in the price.***
*Members can receive 2% Prompt Pay Discount **on all presentations.***

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Exhibit 1
Attachment D

"NAME» 2026-2027 PARTNER PLUS INFLUENZA VACCINE PURCHASE AGREEMENT BETWEEN "NAME» AND SANOFI PASTEUR INC. ("SANOFI")

Group Name:	**"Name»**
Address:	
Primary Contact & Title:	
Email of Primary Contact:	
Group Purchasing Organization:	MMCAP Infuse

Influenza Vaccine Purchase Agreement for "Name»

Single Entity. **"Name»** is defined to include any office locations ("Practice Locations"), through which **"Name»** carries out professional services. Practice Locations are listed in Exhibit B. References to **"Name»** include its Practice Locations. **"Name»**, inclusive of its Practice Locations, is considered a single legal entity under this Agreement, and a single "buyer" for purposes of the Anti-Kickback Statute discount exception, 42 U.S.C. § 1320a-7b(b)(3)(A), and safe harbor, 42 C.F.R. § 1001.952(h).

Offers. According to its immunization protocol, **"Name»**, a Member of **MMCAP Infuse** (for itself and, as applicable, its participating Practice Locations) commits to the terms and conditions set forth below:

Influenza Vaccine Terms:

1) **"Name»** must sign, date, and return this Agreement **by April 17, 2026**, in order to be eligible for the pricing and shipping terms presented below. As defined in Section 7, this is a two-year (24-month) or three-year (36-month) Agreement. Sanofi will issue an Amendment for year two and year three of this Agreement. This will include an update to Exhibit A and Appendix A.

2) **Performance Metrics.** Payment terms and shipping commitment timelines are indicated below in Exhibit A for the 2026-2027 influenza season. Terms are valid for requests placed by **"Name»** for the 2026-2027 formula vaccines only. Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of April 17, 2026. Appendix A sets forth pricing and all available discounts.

   The market share expectation is defined in Exhibit A. Influenza vaccine doses purchased as of December 31, 2026 may count towards performance benchmarks. Sanofi's commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps impacting the distribution of vaccine supplies.

3) **Price Cap.** **"Name»** will experience no more than a 2% year over year price increase on standard Trivalent influenza vaccines and no more than 4% increase on Fluzone® High-Dose and Flublok® influenza vaccines over the pricing in the previous influenza season.

4) **Direct Purchases Only.** **"Name»** shall purchase influenza vaccine products hereunder from Sanofi on a direct purchase basis only. Any influenza vaccine orders placed through a wholesaler or distributor will not be credited to **"Name»'s** Influenza Purchase Agreement, and will not count toward any volume or share benchmarks.

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5) **Shipping Commitments**. If Sanofi does not meet the Shipping Commitments set forth in Exhibit A, and a Practice Location purchases a competitor's injectable influenza vaccine at a price greater than the Contract Price set forth in Appendix A, then Sanofi will issue a credit of $1.00 per dose of competitor's injectable influenza vaccine purchased, up to the number of influenza vaccine committed doses not meeting the Shipping Commitments for that Practice Location. This credit shall be the sole and exclusive remedy to **"Name»** for any failure of Sanofi to meet the Shipping Commitments. The credit issued may only be applied to a future purchase by the Practice Location of Sanofi influenza products. Any such future purchases must be made within ten (10) days of the date(s) committed by Sanofi. All claims for shipping commitment credit, together with appropriate documentation (proof of purchase), must be received by Sanofi, no later than December 1, of each Agreement year.

6) **Credit.** For direct purchases from Sanofi for the 2026-2027 influenza season, **"Name»** may return a limited number of unused and expired doses for credit as follows:

- Up to fifteen (15) percent of each presentation of influenza vaccine shipped to **"Name»** during the 2026-2027 influenza season may be returned for full credit.
- Sanofi will accept expired influenza vaccine returns beginning May 1, 2027, and must be returned by July 31, 2027. Returns received outside of this window will not be accepted.
- Credit can be applied toward any future direct purchases of Sanofi vaccines.

Additional Terms:

7) Term. The term of this Agreement is twenty-four (24) or thirty-six (36) months, beginning [January 1], 2026 and ending December 31, 2028. Beginning after year one of this three-year Agreement, either Party may terminate with cause as follows:

- **"Name»** may terminate if Sanofi fails to ship contracted product within ten (10) days of shipping commitments.
- Sanofi may terminate if **"Name»** does not meet contracted performance benchmarks.
- Sanofi further reserves the right to cancel or amend this Agreement should **"Name»** not meet Sanofi's requirements as outlined in section 8.
- "Name" may cancel this Agreement without cause upon 60 days' written notice to Sanofi Pasteur.

Any benefit earned through the date of cancellation will be issued as specified by the Agreement. **"Name»** may acquire product in future years at other price points if contract is terminated. Agreement is subject to modification by either Party in the event of Advisory Committee on Immunization Practices (ACIP) changes to guidelines or product recommendations. In the event that **MMCAP Infuse** fails to execute an agreement with Sanofi Pasteur prior to the end date of this Agreement, this Agreement will end on the last day of the term of the GPO Agreement.

8) **Practice Locations List. "Name»** shall (1) provide Sanofi with a complete list of Practice Locations participating in this Agreement, and (2) promptly advise Sanofi of any changes, additions, or deletions to the list as they occur. All such information must be submitted via email in the electronic format indicated in Exhibit B. Sanofi will process any changes, additions and deletions relating to Exhibit B within forty-five (45) days of receipt. Sanofi reserves the right to exclude certain proposed Practice Locations from coverage, due to retail class of trade or currently accessing another flu contract via a different GPO, under this Agreement. In such event, Sanofi agrees to provide thirty (30) days' written notice to **"Name»** and work with **"Name»** during said period to resolve any issues.

9) **Invoice Disputes. "Name»** shall promptly advise Sanofi of any discrepancies in pricing. Credit Adjustment requests due to an error in pricing will be considered upon written notice to Sanofi and will be limited to six (6) months from the date of invoice for the purchase in question. Sanofi reserves the right to deny credit adjustments based upon incomplete or inaccurate information.

10) **Administrative Fees.** Pursuant to the agreement between MMCAP Infuse and Sanofi Pasteur, and in consideration of **"Name»'s** designated group purchasing organization, **MMCAP Infuse**, providing various administrative services, Sanofi shall pay an Administrative Fee to **MMCAP Infuse**.

11) **Performance Meetings. "Name»** agrees to meet with representatives from Sanofi as requested and agreed on by both parties to review current and trending contract compliance and performance.

12) **Own Use. "Name»** represents and warrants that (1) Products sold to **"Name»** under this Agreement shall be dispensed to patients, physicians and/or employees of **"Name»** and (2) **"Name»** is operating in each instance, both on the effective date of this Agreement and on the date Products are dispensed, either as:

(i) the exclusive provider of the Products to patients, physicians, or employees; or
(ii) a nonprofit institution, eligible for all purposes under the Nonprofit Institutions Act, 15 U.S.C. § 13c, for which purchases of the Products are made for **"Name»'s** "own use."

13) **Additional Representations and Warranties. "Name»** further represents and warrants that it:

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a. Will store and handle all Products as described in each Product's approved labeling.
b. Will inspect Products upon receipt, immediately notify Sanofi of any Product that is damaged or unusable, and return such Product to Sanofi in accordance with Sanofi's agreement with MMCAP Infuse.
c. Will permit Sanofi or its authorized representatives to examine or replace inventory as mutually agreed upon and shall permit Sanofi or its authorized representatives access to the Practice Locations in order to provide information or service materials.
d. Will make itself available to meet with representatives from Sanofi once each calendar quarter to review contract compliance and performance.

14) **Promotional Programs and Offers.** With respect to any promotional programs or offers, Sanofi shall have the sole right and responsibility for establishing and modifying the terms and conditions with respect to the sale of the Products, including any terms and conditions relating to or affecting the price at which the Products will be sold, any discounts attributable to payments on receivables, distribution of the Products, credit to be granted or refused, and the like.

15) **Terms and Conditions**. All sales of Product hereunder are subject to the agreement between MMCAP Infuse and Sanofi in effect at the time of shipment. More information can be found at www.Vaccineshop.com and mmcap.mn.gov. In the event of any conflict between the terms of the MMCAP Infuse and Sanofi agreement terms and the terms set forth herein, the terms of this Agreement shall control.

16) **Assignment**. Neither party may assign or transfer its rights nor obligations under this Agreement without the prior written consent of the other party hereto, provided that, Sanofi Pasteur, inc. may assign this Agreement to any affiliate or to a third party which purchases all, or substantially all, of the assets of the business to which this Agreement relates.

17) **Indemnification**. Sanofi shall indemnify, defend, and hold harmless **"Name»** against and in respect of any and all third-party claims, losses, costs, expenses, liabilities, and damages, (including reasonable attorneys' fees) to the extent they are in connection with, arising out of, or based upon an alleged defect in any of the products supplied hereunder (collectively, the "Claims"), except to the extent that any such claim is caused by **"Name»**'s negligence, recklessness, or willful misconduct, or from breach of any of **"Name»**'s representations, warranties, or certifications. As a condition to Sanofi's indemnification, **"Name»** shall give Sanofi notice of any claims (including a copy of any such claim served upon **"Name»**) promptly after such claims are served and shall cooperate with Sanofi Pasteur, Inc. and provide all such information to Sanofi as shall be reasonably necessary for the defense (or settlement) of such claims. **"Name»** agrees to cooperate with Sanofi in all respects with the conduct of the defense of the claims and shall not compromise or otherwise settle any such claims without Sanofi's prior written consent.

18) **MMCAP Infuse Terms and Conditions.** The terms and conditions of the **MMCAP Infuse** agreement shall apply to this Agreement. In the event of any conflict between this Agreement and the **MMCAP Infuse** agreement, the terms of this Agreement shall control.

19) **Notice.** Any notice or communication required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if confirmed by e-mail transmission: If to **"Name»**, directed to the email address listed in page 1 of this Agreement; if to Sanofi, ATTN: Senior Director, Contract Development and Analytics, EMAIL: contract.administration@sanofi.com.

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This Agreement and its Exhibits constitute the final written expression of all terms and conditions of the Agreement relating to the transactions described herein. This Agreement and its Exhibits supersede all previous communications, representations, and agreements, promises, or statements, either written or verbally communicated, with respect to such transactions. No addition to or modification of any provision of this Agreement and its Exhibits will be binding unless made in writing and signed by the parties to the agreement or their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year so indicated below, with full authorization to do so.

“NAME»	**SANOFI PASTEUR INC.**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Attachment D
Exhibit A

Partner Plus		
Performance Expectation	Market Share/ Performance Expectation *(Fluzone TIV, Flublok TIV Vaccines)	95% TIV Market Share
		&
	Market Share/ Performance Expectation (Fluzone High-Dose TIV, Flublok TIV Vaccines)	95% TIV Market Share
Market Share Definitions	Fluzone TIV & Flublok TIV Vaccines	Vaccine market share is based on total purchases of Fluzone TIV & Flublok TIV vaccines as compared to total purchases of all influenza containing vaccine purchases, excluding Fluzone High- Dose and Fluad vaccines.
	Fluzone High-Dose TIV & Flublok TIV Vaccines	Vaccine market share is based on total purchases of Fluzone High-Dose TIV & Flublok TIV vaccine as compared to total purchases of High-Dose TIV, Flublok TIV and Fluad vaccines.
Shipping Commitments	Fluzone High-Dose TIV and Flublok TIV Vaccines	August 31st – 25% of doses shipped September 30th – 75% of doses shipped October 31st – 100% of doses shipped
	Fluzone TIV Vaccine	August 31st – 25% of doses shipped September 30th – 60% of doses shipped October 31st – 100% of doses shipped

***** Does not include Fluzone High-Dose vaccine
Sanofi payment terms are 2% 90, net 91 days

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Attachment D
Exhibit B

Practice Location Information

Required
Sanofi Customer Number
HIN, DEA, and GLN
Customer Segment (pediatric, FP, IM, etc.)
Name
Address
City
State
Zip

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Attachment D
Appendix A

Influenza Vaccine Presentations and Pricing		NDC	Available Discount	Partner Plus Price without Excise Tax
Contract Price	Fluzone TIV 5 mL multidose vial	49281-0645-15		$142.14
	Fluzone TIV 0.5 mL prefilled syringe	49281-0426-50		$144.83
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0126-65		$602.83
	Flublok 0.5 mL prefilled syringe	49281-0726-10		$602.83
Direct Discount (if reservation is confirmed by 04/17/2026)	Fluzone TIV 5 mL multidose vial	49281-0645-15	2%	$139.30
	Fluzone TIV 0.5 mL prefilled syringe	49281-0426-50	2%	$141.93
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0126-65	0%	$602.83
	Flublok 0.5 mL prefilled syringe	49281-0726-10	0%	$602.83
Less Web Discount Direct	Fluzone TIV 5 mL multidose vial	49281-0645-15	1%	$137.91
	Fluzone TIV 0.5 mL prefilled syringe	49281-0426-50		$140.51
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0126-65		$596.81
	Flublok 0.5 mL prefilled syringe	49281-0726-10		$596.81
Less Prompt Pay	Fluzone TIV 5 mL multidose vial	49281-0645-15	2%	$135.15
	Fluzone TIV 0.5 mL prefilled syringe	49281-0426-50		$137.70
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0126-65		$584.87
	Flublok 0.5 mL prefilled syringe	49281-0726-10		$584.87
*Net Price (per Unit)	Fluzone TIV 5 mL multidose vial	49281-0645-15		$135.15
	Fluzone TIV 0.5 mL prefilled syringe	49281-0426-50		$137.70
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0126-65		$584.87
	Flublok 0.5 mL prefilled syringe	49281-0726-10		$584.87
*Net Price (per Dose)	Fluzone TIV 5 mL multidose vial	49281-0645-15		$13.52
	Fluzone TIV 0.5 mL prefilled syringe	49281-0426-50		$13.77
	Fluzone High-Dose TIV 0.5 mL prefilled syringe	49281-0126-65		$58.49
	Flublok 0.5 mL prefilled syringe	49281-0726-10		$58.49

* Net price per unit/dose reflects all available discounts.
Prices do not include Federal Excise Tax of $7.50 per unit ($.75 per dose)

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AMENDMENT NO. 11 TO MMCAP INFUSE AGREEMENT NO. MMS2200727

THIS AMENDMENT NO. 11 ("**Amendment**") to MMS2200727 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 Sanofi Vaccines US, Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**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: The legal name of the Vendor shall change from Sanofi Pasteur, Inc. to Sanofi Vaccines US, Inc. as of January 1, 2026.

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

Name: Signed by: Jaclyn Ulichney
Signature: Jaclyn Ulichney 0CC4260DBEB4479...
Title: Senior Manager, Contract Lifecycle
Date: 2/3/2026

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

Name: DocuSigned by: Brandon Sis
Signature: Brandon Sis 7DEB89B34EBE41C...
Date: 2/3/2026

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

Name: Signed by: Derek LaBar
Signature: Derek LaBar FE93CEC7070D4C2...
Date: 2/4/2026

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AMENDMENT NO. 12 TO MMCAP INFUSE AGREEMENT NO. MMS2200727

THIS AMENDMENT NO. 12 ("**Amendment**") to MMS2200727 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 Sanofi Vaccines US, Inc., a corporation with an address of 1 Discovery Drive, Swiftwater, PA 18370 ("**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**: ~~June 30, 2026~~ December 31, 2026

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

Name: Signed by: Jaclyn Ulichney 0CC4260DBEB4479...
Signature:
Title: Senior Manager, Contract Lifecycle
Date: 5/20/2026

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

Name: DocuSigned by: Brandon Sis
Signature: Brandon Sis 7DEB89B34EBE41C...
Date: 5/20/2026

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

Name: DocuSigned by:
Signature: Renata Vaschevici 69ABFC827DA744F...
Date: 5/20/2026