

**City of Carson City  
Agenda Report**

**Date Submitted:** October 24, 2014      **Agenda Date Requested:** November 6, 2014  
**Time Requested:** 5 minutes

**To:** Mayor and Supervisors  
**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To approve Purchase Orders # 2015-016, 017, 018, 019, 020 and 027 for the purchase of various vaccinations for Health and Human Services Department through a Joinder Contract with Sanofi Pasteur, Merck Sharp & Dohme Corp and GlaxoSmithKline Pharmaceuticals in the total amount of \$310,281.90 to be funded from the Health and Human Services Supplies/Private Vaccine Account for FY 2014/2015. *(Kim Belt)*

**Staff Summary:** The Carson City Health and Human Services Department wish to utilize current contracts through the State of Nevada and the Minnesota Multistate Contracting Alliance for Pharmacy to purchase vaccinations for Carson City and Douglas County citizens.

**Type of Action Requested:** (check one)

Resolution                       Ordinance  
 Formal Action/Motion       Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve Purchase Orders # 2015-016, 017, 018, 019, 020 and 027 for the purchase of various vaccinations for Health and Human Services Department through a Joinder Contract with Sanofi Pasteur, Merck Sharp & Dohme Corp and GlaxoSmithKline Pharmaceuticals in the total amount of \$310,281.90 to be funded from the Health and Human Services Supplies/Private Vaccine Account for FY 2014/2015.

**Explanation for Recommended Board Action:** Through these Purchase Orders the various firms will provide vaccinations for Carson City and Douglas County citizens. The cost of the services to be provided has been identified in an amount not to exceed \$232,923.45. Pursuant to **NRS 332.115 subsection 1 (m) and NRS 332.195**, staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

**NRS 332.115** Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:  
(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State; are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

**NRS 332.195** Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments

located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 332.115 subsection 1 (m) and NRS 332.195

**Fiscal Impact:** \$310,281.90. Health insurance will be billed for the vaccinations and credited to the appropriate accounts.

**Explanation of Impact:** If approved the below listed Health and Human Services Supplies/Private Vaccine Account funds will be reduced by up to \$310,281.90.

**Funding Source:** Supplies/Private Vaccination Account 101-6852-441-06-97, Supplies/Operating Supplies Accounts 275-6866-441-06-25 and 275-6895-441-06-25 as provided for in FY 2014/2015. Currently there is \$98,625.29 budgeted in these accounts for FY 2014/2015, with carryover from FY 2013/2014 there will be \$316,845.00 available.

**Supporting Material:** PO's and Joinder Contract Information.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

**Reviewed By:**

*D. Aaker*

(Health and Human Services)

Date: 10/28/14

*Nicholas Marino*

(City Manager)

Date: 10/28/14

*Andy...*

(District Attorney)

Date: 10/28/14

*Michelle...*

(Finance Director)

Date: 10/28/14

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



# PURCHASE ORDER #2015-016

## CITY OF CARSON CITY

201 N. Carson Street, Suite 3  
Carson City, Nevada 89701  
(775)887-2133 [Fax](775) 887-2107

VENDOR # 14756  
DATE October 22, 2014  
GROUP #  
CHECK DATE:  
SHIP TO Carson City Health Dept.  
900 E Long St  
Carson City, NV 89706  
775-8887-2190

VENDOR Sanofi Pasteur  
12458 Collections Center Dr  
Chicago, IL 60693  
1-800-822-2463

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
50.00	10/PK	Fluzone High Dose	101-6852-441-06-97	Future	\$ 286.63	\$ 14,331.50
3.00	10/Pk	Fluzone 6-35 Montsh	101-6852-441-06-97	Future	195.65	\$ 586.95
					\$	-
		PO given to department to place order.			\$	-
		PO shall not be modified without approval from			\$	-
		Finance Director.		<b>TOTAL</b>	\$	<b>14,918.45</b>
		<b>PURCHASED BY: Angela Barosso/Veronica Galas</b>				
		<b>FED I.D. NO. 88-6000189</b>				

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT <sup>KB</sup>  
THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN  
SET OUT ARE TRUE AND CORRECT PER PURCHASE  
REQUISITION MADE BY THE PERTINENT CITY  
DEPARTMENT.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT  
THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN  
SET OUT ARE TRUE AND CORRECT PER PURCHASE  
REQUISITION MADE BY THE PERTINENT CITY  
DEPARTMENT.



# PURCHASE ORDER #2015-017

## CITY OF CARSON CITY

201 N. Carson Street, Suite 3  
Carson City, Nevada 89701  
(775)887-2133 [Fax](775) 887-2107

VENDOR **Sanofi Pasteur**  
12458 Collections Center Dr  
Chicago, IL 60693  
1-800-822-2463

VENDOR # 14756  
DATE October 22, 2014  
GROUP #  
CHECK DATE:  
SHIP TO Carson City Health Dept.  
900 E Long St  
Carson City, NV 89706  
775-887-2190

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
1.00	Estimate	Variable Sanofi vaccines based on public need - Ipol, Tenivac, Imovax, Tubersol, Menomune, Adacel, etc.	101 6852 441 06 97	0	\$ 35,265.00	\$ 35,265.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
		PO given to department to place order.				\$ -
		PO shall not be modified without approval from Finance Director.				\$ -
				<b>TOTAL</b>		\$ 35,265.00
		PURCHASED BY: Veronica Galas				
		FED I.D. NO. 88-6000189				

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

  
APPROVED FOR PURCHASE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

APPROVED FOR PAYMENT



# PURCHASE ORDER #2015-018

## CITY OF CARSON CITY

201 N. Carson Street, Suite 3  
 Carson City, Nevada 89701  
 (775)887-2133 [Fax](775) 887-2107

VENDOR Merck Sharp & Dohme Corp  
 PO Box 5254  
 Carol Stream, IL 60197-5254  
 1-800-637-2579

VENDOR # 2663254  
 DATE October 22, 2014  
 GROUP #  
 CHECK DATE  
 SHIP TO Carson City Health Dept.  
 900 E Long St  
 Carson City, NV 89706  
 775-8887-2190

SHIPPING METHOD		SHIPPING TERMS		DELIVERY DATE		
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
1.00	Estimate	Variable Vaccines based on public need - HIB, HPV MMR, MMRV, Rotavirus, Varivz, Zostavax	101-6852-441-06-97		\$ 70,000.00	\$ 70,000.00
					\$ -	\$ -
					15.00	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
		PO given to department to place order.			\$ -	\$ -
		PO shall not be modified without approval from Finance Director.			\$ -	\$ -
				<b>TOTAL</b>	\$	<b>70,000.00</b>
		<b>PURCHASED BY: Veronica Galas</b>				
		<b>FED I.D. NO. 88-6000189</b>				

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

*Veronica Galas*  
 APPROVED FOR PURCHASE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

\_\_\_\_\_  
 APPROVED FOR PAYMENT



# PURCHASE ORDER #2015-019

## CITY OF CARSON CITY

201 N. Carson Street, Suite 3  
Carson City, Nevada 89701  
(775)887-2133 [Fax](775) 887-2107

VENDOR # 13254  
DATE October 22, 2014  
GROUP #  
CHECK DATE:  
SHIP TO Carson City Health Dept.  
900 E Long St  
Carson City, NV 89706  
775-8887-2190

VENDOR GlaxoSmithKline Pharmaceuticals  
PO Box 740415  
Atlanta, GA 30374-0415  
800-746-6273

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
90.00	10 pk	Fluarix-Quadrivalent 2014/2015	275-6866-441-06-25		\$ 151.60	\$ 13,644.00
60.00	10 pk	Fluarix-Quadrivalent 2014/2015	101-6852-441-06-97		\$ 151.60	\$ 9,096.00
					\$	-
					\$	-
					\$	-
					\$	-
		PO given to department to place order.			\$	-
		PO shall not be modified without approval from			\$	-
		Finance Director.			\$	-
		PURCHASED BY: Angela Barosso/Veronica Galas			\$	-
		FED I.D. NO. 88-6000189			\$	-
				TOTAL	\$	22,740.00

25,318

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

  
APPROVED FOR PURCHASE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

\_\_\_\_\_  
APPROVED FOR PAYMENT



# PURCHASE ORDER #2015-020

## CITY OF CARSON CITY

201 N. Carson Street, Suite 3  
Carson City, Nevada 89701  
(775)887-2133 [Fax](775) 887-2107

VENDOR # 13254  
DATE October 22, 2014  
GROUP #  
CHECK DATE:  
SHIP TO Carson City Health Dept.  
900 E Long St  
Carson City, NV 89706  
775-8887-2190

VENDOR GlaxoSmithKline Pharmaceuticals  
PO Box 740415  
Atlanta, GA 30374-0415  
800-746-6273

SHIPPING METHOD		SHIPPING TERMS		DELIVERY DATE		
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
1.00	Variable Units and quantity	Non Flu Vaccine - Pediarix, Hepatitis B pediatrics and adult, Hepatitis A pediatrics and Adults, , Rotarix, Hep A/Hepatitis B - Twinrix	101-6852-441-06-97	Future	\$ 70,000.00	\$ 70,000.00
1.00	Variable Units and quantity	Non Flu Vaccine - Pediarix, Hepatitis B pediatrics and adult, Hepatitis A pediatrics and Adults, , Rotarix, Hep A/Hepatitis B - Twinrix	27568304410625.00	Future	\$ 20,000.00	\$ 20,000.00
					\$	-
					\$	-
					\$	-
		PO given to department to place order.			\$	-
		PO shall not be modified without approval from			\$	-
		Finance Director.		TOTAL	\$	90,000.00
		PURCHASED BY: Angela Barosso/Veronica Galas				
		FED I.D. NO. 88-6000189				

521207

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

*Angela Barosso*  
APPROVED FOR PURCHASE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

APPROVED FOR PAYMENT



# PURCHASE ORDER #2015-027

## CITY OF CARSON CITY

201 N. Carson Street, Suite 3  
 Carson City, Nevada 89701  
 (775)887-2133 [Fax](775) 887-2107

VENDOR Sanofi Pasteur  
 12458 Collections Center Dr  
 Chicago, IL 60693  
 1-800-822-2463

VENDOR # 14756  
 DATE October 23, 2014  
 GROUP #  
 CHECK DATE:  
 SHIP TO Carson City Health Dept.  
 900 E Long St  
 Carson City, NV 89706  
 775-887-2190

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
400.00	Pac	Fluzone 5ml QIV Multi-dose Vial	275-6895-441-06-25	903718582	\$ 147.22	\$ 58,886.76
400.00		Excise tax surcharge	275-6895-441-06-25	903718582	\$ 7.50	\$ 3,000.00
100.00	Pac	Fluzone 5ml QIV Multi-dose Vial	275-6895-441-06-25	Future	\$ 147.22	\$ 14,721.69
100.00		Excise tax surcharge	275-6895-441-06-25	Future	\$ 7.50	\$ 750.00
					\$ -	\$ -
					\$ -	\$ -
		PO given to department to place order.				\$ -
		PO shall not be modified without approval from				\$ -
		Finance Director.				\$ -
		PURCHASED BY: Veronica Galas		TOTAL		\$ 77,358.45
		FED I.D. NO. 88-6000189				

*Budget 78,200*

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

*Wendy Paulson*  
 APPROVED FOR PURCHASE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

\_\_\_\_\_  
 APPROVED FOR PAYMENT





GlaxoSmithKline

5 Crescent Drive  
NY0300  
Philadelphia, PA 19112  
[www.gsk.com](http://www.gsk.com)

October 3, 2014

Roni Galas, RN, BSN  
Clinical Services Manager  
Carson City Health and Human Services  
900 East Long Street, Carson City, NV 89706

Re: Account # 328670

GlaxoSmithKline was awarded the following Minnesota MultiState Contracting Alliance for Pharmacy (MMCAP) contracts for vaccine and influenza vaccine – MMS11068 and MM5813001. Pricing, terms and conditions of this contract are subject to membership eligibility. Carson City Health and Human Services Account 328670 is eligible for MMCAP vaccine pricing. To place an order under the MMCAP contract pricing please login to the eligible account at [www.GSKvaccinedirect.com](http://www.GSKvaccinedirect.com) or through any of the GSK authorized wholesaler linked to the MMCAP contract

Thank you for your interest in our products.

Sincerely,

A handwritten signature in black ink, appearing to read "B-A Adedeji".

Babatunde Adedeji  
Contract Development Manager

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY**

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and GlaxoSmithKline LLC, a Delaware corporation having places of business at One Franklin Plaza – 3F0605, 1600 Vine Street, Philadelphia, PA 19102 and Five Moore Drive, Research Triangle Park, NC 27709 ("GSK" or "Vendor").

Under Minnesota Statutes Section 16C.03, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to supply influenza vaccine products to MMCAP Member Facilities.

**1 Term of Contract**

**1.1 Effective date:** January 1, 2013, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

**1.2 Expiration date:** December 31, 2014, or as cancelled pursuant to clause 18. This contract has the option to be extended for three additional one year periods as mutually agreed upon by both parties.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 5. Liability; 6. State Audits; 7. Government Data Practices and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Contracted Vaccine**

**2.1 Products.** Vaccines in Table 1 must be preparations as formulated by the United States Food and Drug Administration, Vaccines and Related Biological Product Advisory Committee for the applicable influenza season. Vendor will supply products at the prices listed in Table 1 (Products), to MMCAP Participating Facilities. MMCAP pricing will not be available to non-MMCAP entities under this Contract.

Table 1 for Influenza Season 2013-2014

Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	Max. Quantity to MMCAP
Fluarix 58160-880-52	prefilled syringe; 3 years and older	Pack of 10	\$94.60	While supply last
Flulaval 19515-890-07	5 ml MD vial	10 dose	\$75.90	While supply last

**2.1.1 Contract Year.** Products and pricing listed in Table 1 are for contract year one; otherwise defined as the 2013-2014 influenza season. Products and pricing for subsequent contract years will be indicated in an amendment to this contract.



September 24, 2014

Roni Galas, RN, BSN  
Clinical Services Manager  
Carson City Health and Human Services  
900 East Long Street  
Carson City, Nevada 89706

Re: MMCAP Pricing Eligibility Request

Dear Ms. Galas:

It is our understanding that Carson City Health and Human Services wishes to purchase Merck Vaccines via the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) contract. This letter is being issued only for the purpose to confirm that as of this point in time, Carson City Health and Human Services is eligible to receive MMCAP contract pricing. We are providing this information at the request of Carson City Health and Human Services. This letter is not a bid or other offer to Carson City Health and Human Services.

It is understood that all orders will be placed through the MMCAP contract in effect at the time of purchase and therefore these orders for Merck vaccines will be subject only to the terms and conditions of the applicable MMCAP contract.

If you should have any questions concerning the enclosed, please feel free to contact Diana DeLong at: 215 652-6600.

Sincerely,

A handwritten signature in black ink, appearing to read 'MTaylor'.

Michele Taylor  
Director Customer Marketing

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY**

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Merck Sharp & Dohme Corp., P.O. Box 4, WP97-B366, West Point, PA 19486 ("Vendor").

Under Minnesota Statutes Section 16C.03, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to supply products to MMCAP Participating Facilities (as defined in Section 2.8).

**1 Term of Contract**

**1.1 Effective date:** July 1, 2011, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

**1.2 Expiration date:** June 30, 2013, or as cancelled pursuant to clause 19. The contract may be extended up to an additional 24 months upon written mutual agreement of the parties.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 2.2.1.1 Claims for Loss or Damage in Shipment; 2.9 Administrative Fee and Disclosure Obligations; 2.10 Returned Goods/Credits; 2.13 Own Use; 5. Liability; 6. State Audits; 7. Government Data Practices and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; 13. Default and Remedies; 15. Data Disclosure; 20. Confidential Information; 21. Exclusion; 24. Duty to Warn; and 28. Overpayments and Undercharges.

**2 Contracted Pharmaceuticals**

**2.1 Products**

2.1.1 The Vendor will supply the Products at the prices listed in Attachment A (Products), which is attached and incorporated, to MMCAP-Contracted Distributors for use by MMCAP Participating Facilities, unless provided according to the exception found in Article 2.2. The current MMCAP-Contracted Distributors are: AmerisourceBergen Drug Corporation, Cardinal Health, and Morris & Dickson Co., LLC. In the event MMCAP chooses to add H.D. Smith as a Contracted Distributor, Vendor will receive 30 calendar days' advanced written notice and will include H.D. Smith as a Contracted Distributor.

2.1.2 MMCAP reserves the right during the term of the Contract to award or dual award products that are in the best interest of the MMCAP Participating Facilities.

**2.2 Product Availability.**

**2.2.1 Purchasing Directly from Vendor:**

MMCAP agrees that Vendor may accept and fulfill direct orders from any MMCAP Participating Facility for the term of this contract; provided that, Vendor will provide to MMCAP as a supplement to the administrative fee data, a list of all MMCAP Participating Facilities that placed direct orders with Vendor pursuant to this contract during the applicable Contract Quarter.

Ref: Customer No. 74008932

CARSON CITY HEALTH AND HUMAN SVCS  
 900 E LONG ST  
 CARSON CITY NV 89706-3129

Contract Confirmation	
Contract Number 0000421176	Pricing in Effect as of 09/17/2014
Contract Description Various 2011-2015	
Contract Validity Period 07/01/2011 to 06/30/2015	Buying Group Reference Various 2011-2015
Buying Group Name MN MULTISTATE CTR ALL FOR PHRM	
Your DEA Number BH6582604	Your HIN Number

17 September 2014

Dear Customer:

The following contract has been awarded to Sanofi Pasteur by MN MULTISTATE CTR ALL FOR PHRM. Please place orders on this Contract Number 0000421176, based on the effective dates shown for each line item. To place an order, please call 1-800-VACCINE, or visit our web site at [www.vaccineshoppe.com](http://www.vaccineshoppe.com). Pricing, terms and conditions of this contract are subject to membership eligibility at the time of order placement.

Federally mandated surcharges on certain pediatric vaccines are shown where applicable. Return restrictions are also shown where they apply.

Payment terms for this contract are 2% 30 Days, Net 31 Days. The minimum quantity requirement for each product is shown on each line.

If any of the information regarding this account is incorrect, please notify us at once.

Line Item	Product NDC No. and Description	Min Qty	UoM	% Ret	Unit Price	Fed Schrg	Total Price	Effective From	Effective To
0280	49281-215-10 TENIVAC, 10x1 VIAL	1	PAC		208.45	15.00	223.45	01/01/2014	06/30/2015
0290	49281-215-15 TENIVAC VACCINE, 10 X 1, UD SYRINGE	1	PAC		208.45	15.00	223.45	01/01/2014	06/30/2015
0010	49281-190-10 IMOGAM RABIES HT RIG 10ML/VIAL	1	PAC	0	2,347.98	0.00	2,347.98	09/08/2014	06/30/2015
0020	49281-190-20 IMOGAM RABIES HT RIG 2ML/VL 300IU	1	PAC	0	469.60	0.00	469.60	09/08/2014	06/30/2015

Ref: Customer No. 74008932

Page 2 of 3

CARSON CITY HEALTH AND HUMAN SV  
 900 E LONG ST  
 CARSON CITY NV 89706-3129

Contract Number  
 0000421176

Pricing in Effect as of  
 09/17/2014

Line Item	Product NDC No. and Description	Min Qty	UoM	% Ret	Unit Price	Fed Schrg	Total Price	Effective From	Effective To
0310	49281-225-10 DIPH/TET VACCINE, AD, 10x1 PRES FREE-Ped	1	PAC		354.16	15.00	369.16	01/01/2013	06/30/2015
0030	49281-250-51 IMOVAX RABIES 1 ML VIAL SG	1	PAC		246.40	0.00	246.40	09/08/2014	06/30/2015
0050	49281-286-10 DAPTACEL VACCINE 10 x 1 DOSE VIALS	1	PAC		186.65	22.50	209.15	01/01/2013	06/30/2015
0080	49281-400-10 ADACEL VACCINE 10x1 DOSE VIALS	1	PAC		307.76	22.50	330.26	01/01/2013	06/30/2015
0090	49281-400-15 ADACEL 5x1 SYRINGE	1	PAC		153.89	11.25	165.14	01/01/2013	06/30/2015
0100	49281-489-01 MENOMUNE ACYW135 VACCINE 1DOSE TP	1	PAC	0	116.59	0.75	117.34	08/10/2013	06/30/2015
0110	49281-510-05 PENTACEL VACCINE 5X1 DOSE VIAL	1	PAC		383.39	18.75	402.14	01/01/2012	06/30/2015
0120	49281-545-05 ACTHIB VACCINE 5X1 DOSE	1	PAC		92.30	3.75	96.05	01/01/2013	06/30/2015
0130	49281-589-05 MENACTRA VACCINE 5 SINGLE DOSE VIALS	1	PAC		544.57	3.75	548.32	01/01/2013	06/30/2015
0150	49281-752-21 TUBERSOL TEST ANTIGEN 5TU 10	1	PAC		39.26	0.00	39.26	09/08/2014	06/30/2015
0160	49281-752-22 TUBERSOL TEST ANTIGEN 5TU 50	1	PAC		142.80	0.00	142.80	09/08/2014	06/30/2015
0170	49281-790-20 TYPHIM VI VACCINE 20 DOSE	1	PAC		1,054.40	0.00	1,054.40	01/01/2014	06/30/2015
0180	49281-790-51 TYPHIM VI VACCINE, 1 DOSE SYRINGE SG	1	PAC		70.82	0.00	70.82	09/08/2014	06/30/2015
0200	49281-820-10 TETANUS TOXOID ADS UPS P-FREE 10x1	1	PAC		396.03	7.50	403.53	01/01/2014	06/30/2015

Ref: Customer No. 74008932

Page 3 of 3

CARSON CITY HEALTH AND HUMAN SV  
 900 E LONG ST  
 CARSON CITY NV 89706-3129

Contract Number  
 0000421176

Pricing in Effect as of  
 09/17/2014

Line Item	Product NDC No. and Description	Min Qty	% UoM Ret	Unit Price	Fed Schrg	Total Price	Effective From	Effective To
0210	49281-860-10 IPOL VACCINE 10 DOSE VIAL	1	PAC	266.88	7.50	274.38	01/01/2013	06/30/2015
0220	49281-860-55 IPOL, 10X1 DOSE, SYRINGE SG	1	PAC	266.88	7.50	274.38	01/01/2013	06/30/2015
0300	49281-880-03 THERACYS BCG 1 DOSE VIAL	1	PAC	170.66	0.00	170.66	04/12/2012	06/30/2015
0240	49281-915-01 YF-VAX VACCINE S/G 5X1D	1	PAC	563.77	0.00	563.77	09/08/2014	06/30/2015
0250	49281-915-05 YF-VAX VACCINE S/G 5D INT'L/DOM	1	PAC	429.54	0.00	429.54	09/08/2014	06/30/2015

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY**

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Sanofi Pasteur Inc., Discovery Drive, Swiftwater, PA 18370 ("Vendor").

Under Minnesota Statutes Section 16C.03, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to supply products to MMCAP Member Facilities.

**1 Term of Contract**

**1.1 Effective date:** July 1, 2011, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

**1.2 Expiration date:** June 30, 2015, or as cancelled pursuant to clause 19.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 5. Liability; 6. State Audits; 7. Government Data Practices and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Contracted Pharmaceuticals**

**2.1 Products**

**2.1.1** The Vendor will supply the Products at the prices listed in Attachment A (Products), which is attached and incorporated, to MMCAP Participating Facilities via MMCAP's Authorized Wholesalers. The MMCAP Authorized Wholesalers are: AmerisourceBergen Drug Corporation, Cardinal Health, and Morris & Dickson Co., LLC. In the event MMCAP chooses to add H.D. Smith as an Authorized Wholesaler, Vendor will receive 30 calendar days' advanced written notice and will include H.D. Smith as an Authorized Wholesaler for the remainder of this Contract. Vendor is authorized to sell products directly to MMCAP Participating Facilities.

**2.1.2** MMCAP reserves the right during the term of the Contract to award or dual award products based on the following: family awards, product formulations, (e.g., alcohol free/sugar free, flavor, product, size), packaging type based on facility need (e.g., non-metal tubes for correctional facilities, etc.), drugs not carried by MMCAP Authorized Wholesalers due to "pedigree law" requirements, drugs not eligible for reimbursement by Medicaid, look-alike/sound-alike products, products with tall-man lettering, products with unit-of-use barcoding, specific products requested by MMCAP Participating Facilities, recall situations, product shortages, failure to supply situations, and in situations that are in the best interest of the MMCAP Participating Facilities.

**2.2 Product Availability**

**2.2.1** It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the needs of the MMCAP Participating Facilities.

**2.2.2** Vendor must establish and maintain chargeback agreement(s) with MMCAP's Authorized Wholesalers. Vendor must monitor sales of the Products to ensure that Authorized Wholesalers are purchasing sufficient quantities to meet the inventory needs of the MMCAP Participating Facilities based on usage data provided on Attachment A.