STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: PD611

Contract last updated 04/08/15

Revision

Purchasing Agent: Brenda Veldevere
bveldevere@utah.gov (801) 538-3142

Item: MMCAP PHARMACEUTICAL DISTRIBUTION (WHOLESALER)
PRIME VENDOR COVERING UTAH

Vendor: 88922AB
AMERISOURCEBERGEN DRUG CORPORATION
1765 FREMONT DRIVE
SALT LAKE CITY, UT 84104

Remit To: 88922AA
AMERISOURCEBERGEN DRUG CORPORATION
21983 NETWORK PLACE
CHICAGO, IL 60673-1219

Price: MMCAP price schedule

Effective dates: 03/01/2015 to 10/31/2016
Potential Contract Renewals through 10/31/2019

HOW TO ORDER:

The current price catalog and contract information for products are available via the online ordering system, https://passport.amerisourcebergen.com/irj/portal

Contract prices for products are updated automatically on the online ordering system for all MMCAP contracted products.

A login and password is required to access the MMCAP catalog prices. Please Contact Customer System Support at (844) 222-2273 to obtain a login and password.

WHO MAY ORDER: This contract was competitively bid by the State of Minnesota on behalf of MMCAP (Minnesota Multistate Contracting Alliance for Pharmacy) a Cooperative Purchasing Organization in which Utah is a member.

In order to purchase from this MMCAP Contract you must have an MMCAP facility member number. If you do not have an MMCAP facility member number, please contact Brenda Veldevere at bveldevere@utah.gov for an MMCAP Facility Membership Agreement Form.

BRAND NEW CONTRACT AWARDED TO THE SAME VENDOR.
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CUSTOMER SERVICE FOR Weber Human Services Pharmacy, Utah Department of Corrections Pharmacy or Utah State Hospital Pharmacy

Customer Care at (844) 222-2273

Mike Hammer (801) 557-5176  mhammer@amerisourcebergen.com
Julie Hambly (801) 857-7051  jhambly@amerisourcebergen.com

CUSTOMER SERVICE FOR All other Facilities not listed above

Customer Care (844) 222-2273

Jeffery Howard (972) 560-2928  jhoward@amerisourcebergen.com

FINET COMMODITY CODE(S): For Agency use only
260560000000-PHARMACEUTICALS
906340000000-FREIGHT HANDLING; MATERIALS HANDLING

For Medical Supplies see Contracts: MA264, MA310 and MA2204

For Dental Supplies see Contracts: MA2162, MA2163 and MA2164

For Influenza Vaccine see Contract: PD2196
MMS15003, ATTACHMENT E  E-3
MEMBER-REQUESTED PARTICIPATION AGREEMENT

Amendment 6
This Member-requested Participation Agreement (MPA) is by and among:

STATE OF MINNESOTA
ACTING THROUGH ITS COMMISSIONER OF ADMINISTRATION
ON BEHALF OF THE MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR
PHARMACY (MMCAP);

AmerisourceBergen Drug Corporation (WHOLESALER);

and

STATE OF UTAH
STATE OF UTAH CONTRACT NUMBER PD611

and amends the Agreement between MMCAP and Wholesaler to include the following:

Term: This MPA is effective upon final signature, and expires upon the expiration of MMCAP's contracts with Wholesaler (MMS15003) or by any party upon 30 days' written notice to the other parties to this MPA listed below.

Scope: The State of Utah desires to access the MMCAP agreements MMS15003 with Wholesaler, which is incorporated into this MPA by reference.

Additional Terms:
The following terms and conditions apply solely to the performance of Wholesaler and member facilities accessing this contract through the State of Utah (e.g., MMCAP members that are Utah state government-operated facilities). It does not apply to MMCAP members located in the State of Utah accessing this contract through their own legal authority (e.g., cities, counties, school districts). These terms will be enforced by the State of Utah. If there is a conflict between these Additional Terms and MMCAP agreement with Wholesaler, the MMCAP agreement governs.

1. AUTHORITY: Provisions of this MPA are pursuant to the authority set forth in 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State of Utah to purchase certain specified services, and other approved purchases for the State of Utah.

2. CONFLICT OF INTEREST: Wholesaler represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-7, Utah Code, as amended.

3. TERMINATION: This MPA may be terminated, with cause by either the State of Utah or Wholesaler, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) days after notification to correct and cease the violations, after which the contract may be terminated for cause. This MPA may be terminated without cause, by either party, upon the earlier of the termination of the MMCAP Agreement or upon sixty (60) days prior written notice being given the other party. On termination of this MPA, all
accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

4. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:

1. Upon thirty (30) days' written notice delivered to the Wholesaler, this MPA may be terminated in whole or in part at the sole discretion of the State of Utah, if the State of Utah reasonably determines that a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of the MPA.

2. Upon thirty (30) days' written notice delivered to the Wholesaler, this MPA may be terminated in whole or in part, or have the services and purchase obligations of the State of Utah proportionately reduced, at the sole discretion of the State of Utah, if the State of Utah reasonably determines that a change in available funds affects the State of Utah's ability to pay under the MPA. A change of available funds as used in this paragraph, includes, but is not limited to, a change in federal or state funding, whether as a result of a legislative act or by order of the President of the United States or the Governor of the State of Utah.

3. If a notice is delivered under paragraph 1 or 2 of this Section “NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW,” the State of Utah will reimburse the Wholesaler for products properly delivered or services properly performed up until the effective date of said notice. The State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.

4. Notwithstanding any other paragraph or provision of this Section “NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW,” if the State of Utah in said notice to the Wholesaler indicates that the Wholesaler is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, Wholesaler shall immediately cease such orders or commitments upon receipt of said notice and the State of Utah shall not be liable for any such orders or commitments made after the receipt of said notice.

5. STATE OF UTAH PROCUREMENT FEE AND QUARTERLY REPORTING:

The State of Utah hereby imposes a procurement fee on the Contract and applicable only to facilities governed by the State of Utah. The fee will be payable to the “State of Utah Division of Purchasing” and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed below and will apply to all purchases (net of any returns, credits, or adjustments) made under this MPA.

<table>
<thead>
<tr>
<th>STATE PROCUREMENT FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Procurement Fee Percentage: 0.25%</td>
</tr>
</tbody>
</table>

The State of Utah understands and agrees that the Wholesaler will increase its cost of Products to reflect the addition of the procurement fee.
### Utah Service Fee Discount Matrix

<table>
<thead>
<tr>
<th>Facility Payment Terms</th>
<th>$1 to $500,000</th>
<th>$500,001 to $1,000,000</th>
<th>$1,000,001 to $2,000,000</th>
<th>$2,000,001 to $5,000,000</th>
<th>$5,000,001 to $8,000,000</th>
<th>$8,000,001 to $12,500,000</th>
<th>$12,500,001 and Above</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 Day Pre-Pay</td>
<td>-2.47%</td>
<td>-3.47%</td>
<td>-3.97%</td>
<td>-4.42%</td>
<td>-4.72%</td>
<td>-4.92%</td>
<td>-5.37%</td>
</tr>
<tr>
<td>15 Day Pre-Pay</td>
<td>-2.39%</td>
<td>-3.39%</td>
<td>-3.89%</td>
<td>-4.34%</td>
<td>-4.64%</td>
<td>-4.84%</td>
<td>-5.29%</td>
</tr>
<tr>
<td>7 Day Pre-Pay</td>
<td>-2.38%</td>
<td>-3.38%</td>
<td>-3.88%</td>
<td>-4.33%</td>
<td>-4.63%</td>
<td>-4.83%</td>
<td>-5.28%</td>
</tr>
<tr>
<td>Next Day Pay</td>
<td>-2.37%</td>
<td>-3.37%</td>
<td>-3.87%</td>
<td>-4.32%</td>
<td>-4.62%</td>
<td>-4.82%</td>
<td>-5.27%</td>
</tr>
<tr>
<td>7 Day Net</td>
<td>-2.34%</td>
<td>-3.34%</td>
<td>-3.84%</td>
<td>-4.29%</td>
<td>-4.59%</td>
<td>-4.79%</td>
<td>-5.24%</td>
</tr>
<tr>
<td>15 Day Net</td>
<td>-2.17%</td>
<td>-3.17%</td>
<td>-3.67%</td>
<td>-4.12%</td>
<td>-4.42%</td>
<td>-4.62%</td>
<td>-5.07%</td>
</tr>
<tr>
<td>30 Day Net</td>
<td>-1.59%</td>
<td>-2.59%</td>
<td>-3.09%</td>
<td>-3.54%</td>
<td>-3.84%</td>
<td>-4.04%</td>
<td>-4.49%</td>
</tr>
<tr>
<td>45 Day Net</td>
<td>-0.49%</td>
<td>-1.49%</td>
<td>-1.99%</td>
<td>-2.44%</td>
<td>-2.74%</td>
<td>-2.94%</td>
<td>-3.39%</td>
</tr>
</tbody>
</table>

Wholesaler will accept Electronic Funds Transfer (EFT) for payment, and will offer an additional 0.05% discount for paying by EFT.

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### MMCAP Participating Facilities in Utah Service Fee Discount Adjustment

<table>
<thead>
<tr>
<th>Service Fee Discount Adjustment for Number of MMCAP Participating Facilities in each State</th>
<th>$1 to $500,000</th>
<th>$500,001 to $1,000,000</th>
<th>$1,000,001 to $2,000,000</th>
<th>$2,000,001 to $5,000,000</th>
<th>$5,000,001 to $8,000,000</th>
<th>$8,000,001 to $12,500,000</th>
<th>$12,500,001 and Above</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 25</td>
<td>0.00%</td>
<td>-0.10%</td>
<td>-0.20%</td>
<td>-0.30%</td>
<td>-0.40%</td>
<td>-0.50%</td>
<td>-0.60%</td>
</tr>
<tr>
<td>26 to 50</td>
<td>0.35%</td>
<td>0.00%</td>
<td>-0.10%</td>
<td>-0.20%</td>
<td>-0.30%</td>
<td>-0.40%</td>
<td>-0.50%</td>
</tr>
<tr>
<td>51 to 75</td>
<td>0.70%</td>
<td>0.30%</td>
<td>0.00%</td>
<td>-0.10%</td>
<td>-0.20%</td>
<td>-0.30%</td>
<td>-0.40%</td>
</tr>
<tr>
<td>76 to 100</td>
<td>1.05%</td>
<td>0.60%</td>
<td>0.25%</td>
<td>0.00%</td>
<td>-0.10%</td>
<td>-0.20%</td>
<td>-0.30%</td>
</tr>
<tr>
<td>101 to 150</td>
<td>1.40%</td>
<td>0.90%</td>
<td>0.50%</td>
<td>0.10%</td>
<td>0.00%</td>
<td>-0.10%</td>
<td>-0.20%</td>
</tr>
<tr>
<td>151 to 200</td>
<td>1.75%</td>
<td>1.20%</td>
<td>0.75%</td>
<td>0.30%</td>
<td>0.20%</td>
<td>0.00%</td>
<td>-0.10%</td>
</tr>
<tr>
<td>201 to 250</td>
<td>2.10%</td>
<td>1.50%</td>
<td>1.00%</td>
<td>0.50%</td>
<td>0.40%</td>
<td>0.20%</td>
<td>0.00%</td>
</tr>
<tr>
<td>251 to 300</td>
<td>2.45%</td>
<td>1.80%</td>
<td>1.25%</td>
<td>0.70%</td>
<td>0.60%</td>
<td>0.40%</td>
<td>0.10%</td>
</tr>
<tr>
<td>301 to 350</td>
<td>2.80%</td>
<td>2.10%</td>
<td>1.50%</td>
<td>0.90%</td>
<td>0.80%</td>
<td>0.60%</td>
<td>0.20%</td>
</tr>
<tr>
<td>351 to 400</td>
<td>3.15%</td>
<td>2.40%</td>
<td>1.75%</td>
<td>1.10%</td>
<td>1.00%</td>
<td>0.80%</td>
<td>0.30%</td>
</tr>
<tr>
<td>401 and Above</td>
<td>3.50%</td>
<td>2.70%</td>
<td>2.00%</td>
<td>1.30%</td>
<td>1.20%</td>
<td>1.00%</td>
<td>0.40%</td>
</tr>
</tbody>
</table>
MMS15003, ATTACHMENT E  E-3
MEMBER-REQUESTED PARTICIPATION AGREEMENT

Amendment 6

a. Quarterly Payment and Sales Reporting Requirements: The Wholesaler agrees that the collected procurement fees and the corresponding Quarterly Sales Report, will be submitted by Wholesaler to the State of Utah at salesreports@utah.gov. The procurement fees and the Quarterly Sales Report must be received by the Utah on or before the Wholesaler’s Payment Due Date as defined in the table below:

<table>
<thead>
<tr>
<th>Fiscal Quarters</th>
<th>Months</th>
<th>Payment Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1</td>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>Quarter 2</td>
<td>June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>----</td>
<td>----</td>
<td>30 calendar days following the termination of this MPA for any reason</td>
</tr>
</tbody>
</table>

Contacts:

AmerisourceBergen Drug Corporation:
Paul Beeler, Group Vice President
pbeeler@amerisourcebergen.com
502-532-1220

State of Utah:
Brenda Veldevere
bveldevere@utah.gov
801-538-3142

MMCAP:
Managing Director
651-201-2420
This document includes all discussions and negotiations of the parties related to this MPA and the parties agree to be bound.

1. AmerisourceBergen Drug Corporation
   By: [Signature]  Date: 4/1/15
   Title: GVP, NATIONAL ACCOUNTS

2. State of Utah
   By: [Signature]  Date: 4/1/15
   Title: Director, State Purchasing

3. State of Minnesota for MMCAP
   In accordance with Minn. Stat. § 16C.03, subd. 3
   By: [Signature]  Date: 04-01-15

4. Minnesota Commissioner of Administration
   In accordance with Minn. Stat. § 16C.05, subd. 2
   By: [Signature]  Date: April 1, 2015