

Medical Solutions, Inc. MMCAP Contract No. MMS18013

Name	Title	Office Address	Contact Information
David Delgado	Majority Owner/Contract Manager	10401 93rd Ave. N, Ste, 100 Maple Grove, MN 55369	Phone: 888-557-8020 Mobile Phone: 612-743-8877 Fax: 877-557-9123 Email: ddelgado@medicalsolutionsinc.com
			Phone: Mobile Phone: Fax: Email:
			Phone: Mobile Phone: Fax: Email:

b. The alternate Account Representatives will be:

Name	Title	Office Address	Contact Information
Lynn Meyers	Key Account/MMCAP Contract Sales	10401 93rd Ave. N, Ste, 100 Maple Grove, MN 55369	Phone: 888-557-8020 Mobile Phone: 612-747-1622 Fax: 877-557-9123 Email: lmeyers@medicalsolutionsinc.com
			Phone: Mobile Phone: Fax: Email:
			Phone: Mobile Phone: Fax: Email:

c. Additional functional contacts are:

Name	Title	Office Address	Contact Information
Curt Wilson	Customer Service/Technical Support	10401 93rd Ave. N, Ste, 100 Maple Grove, MN 55369	Phone: 888-557-8020 Mobile Phone: 651-283-9126 Fax: 877-557-9123 Email: cwilson@medicalsolutionsinc.com
Jenette Satriano	Accounting/Customer Service	10401 93rd Ave. N, Ste, 100 Maple Grove, MN 55369	Phone: 888-557-8020 Mobile Phone: Fax: 877-557-9123 Email: jsatriano@medicalsolutionsinc.com
			Phone: Mobile Phone: Fax: Email:

Medical Solutions, Inc. MMCAP Contract No. MMS18013

d. In the event the MMCAP Office determines the Primary Account Representative is non-responsive, the MMCAP Office will escalate issues to the following individuals to take appropriate corrective action for problem resolution:

Name	Title	Office Address	Contact Information
Curt Wilson	Customer Service/Technical Support	10401 93rd Ave. N, Ste, 100 Maple Grove, MN 55369	Phone: 888-557-8020 Mobile Phone: 651-283-9126 Fax: 877-557-9123 Email: cwilson@medicalsolutionsinc.com
Lynn Meyers	Key Account/MMCAPContract Sales	10401 93rd Ave. N, Ste, 100 Maple Grove, MN 55369	Phone: 888-557-8020 Mobile Phone: 612-747-1622 Fax: 877-557-9123 Email: lmeyers@medicalsolutionsinc.com
			Phone: Mobile Phone: Fax: Email:

e. The Vendor shall notify the MMCAP Office of changes in the Vendor's key administrative personnel, in advance and in writing. Any employee of Vendor, who, in the opinion of the MMCAP Office, the MMCAP Participating Facilities or the MMCAP Participating Member State Contacts is unacceptable, will be removed from the project upon written notice to the Vendor; provided, however, any such removal must be for lawful reasons. In the event that an employee is removed pursuant to a written request from MMCAP's authorized representative, the Vendor will have ten (10) business days in which to fill the vacancy with an employee, in Vendor's sole discretion.

There will be no charge to the MMCAP Office, MMCAP Member States or the MMCAP Participating Facilities, for assigning replacement personnel. Vendor agrees that each such replacement personnel have the necessary orientation, background, knowledge, skills, and abilities, to perform in the position replaced. Such replacement personnel might be subject to advance approval by the MMCAP Office, the MMCAP Participating Facilities, and the MMCAP Member State Contact.

3.2. Customer Service Department

Vendor must maintain through the term of this Contract, a toll-free customer service call center. If the Responder is servicing the entire national MMCAP Membership then the call center operational hours must cover all the U.S. time zones, including Alaska and Hawaii, during normal business hours, and have a system to respond to emergency calls during its non-operational hours. If the Responder is proposing for a specific region then its call center must adequately cover the specific geographical area and time zones contained within the proposed region.

The call center representatives must be capable of responding to telephone or electronic message inquiries (e.g. email, or text inquiries, from hand-held messaging devices), from the MMCAP Participating Facilities and the MMCAP Office. The call center representatives must also have the corporate authority, experience and training to respond to any inquiry related to the MMCAP Contract.

Vendor shall provide the MMCAP Participating Facilities access to the Vendor's customer service department, which at a minimum, consists of the following:

- Customer support center located at: 10401 93rd Avenue N. Suite 100, Maple Grove, MN 55369;

Medical Solutions, Inc. MMCAP Contract No. MMS18013

- Customer service hours of operation are 7:00AM CST- 6:00PM CST, excluding the following national holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Access to customer service representatives, with principal responsibilities in the areas of but not limited to: order entry, shipping, delivery, ordering, stocking issues, and other general customer service requests, can be reached toll free at 888-557-8020; by fax at, 877-557-9123 or by e-mail at sales@medicalsolutionsinc.com.
- Technical support is available 7:00AM CST- 6:00PM CST. Technical support can be reached toll free by calling 888-557-8020, or by email at sales@medicalsolutionsinc.com. Additional technical support will come from the manufacturers. See *Section 2.11, of II. Contract Transition and Implementation*, for more details on technical support for Product ordering.
- Emergency Call Procedures: To be used for life critical emergency situations only, that requires Product before the Next Scheduled Delivery Day.
 - During normal business hours (Monday-Friday) 7:00AM CST- 6:00PM CST, call customer service at 888-557-8020.
 - Outside normal business hours, please call 888-557-8020 and follow prompt to be routed to voicemail/forwarding or contact the individual cell phones listed.

3.3. MMCAP Participating Facility Customer Account Representatives

Vendor will have a designated account representative appointed by the Vendor's Primary Account Manager, who can address Contract related issues, as initiated by MMCAP Participating Facilities located in each MMCAP Member State. Upon request, the representatives will meet with MMCAP Office, MMCAP Member State/City Representatives and the MMCAP Participating Facilities, to discuss at a minimum, but not limited to, the following:

- Customer satisfaction;
- Vendor performance;
- State account performance;
- Reports (e.g., Contract compliance);
- Invoices for charge-backs and/or Products not billed to Medicare;
- Other contract related issues.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

II. CONTRACT TRANSITION, IMPLEMENTATION AND MANAGEMENT

1. MMCAP Contract Transition and Implementation

In completing the transition of this Contract, Vendor shall work with the MMCAP Office, MMCAP Member State Contacts and MMCAP Participating Facilities, to determine the appropriate steps and schedule for the transition. Vendor acknowledges that the transition may be dependent upon the terms of the MMCAP Participating Facilities' existing contracts with Manufacturers and Distributors. Vendor's procedure for implementing and transitioning MMCAP Participating Facilities to this Contract is set forth on *Attachment E: Vendor's Contract Implementation and Transition Plan*.

1.1. Mutual Exchange of Account Based Information

Within sixty (60) days, before the Commencement Date of this contract, the MMCAP Office will provide the Vendor with its list of current MMCAP Participating Facilities, along with Product usage information. Within sixty (60) days after the Effective Date of this Contract, the Vendor will provide the MMCAP Office, with the list of existing direct contracts it has with any current MMCAP Participating Facility, along with its plan to transition each direct contract to the MMCAP Contract on a timely basis.

During the term of this agreement, MMCAP and the Vendor will exchange their respective lists of Members, on a monthly basis, in order to verify MMCAP Participating Facilities.

1.2. MMCAP Member Eligibility

Vendor shall inform any prospective new MMCAP business account, that before it is eligible to purchase Products covered by this Contract, at pricing available only to MMCAP Members, it must complete the MMCAP Membership Application form, and enter into a MMCAP Membership Agreement. Vendor also agrees to refer any prospective new MMCAP business accounts that need further assistance regarding the MMCAP Membership Application process, to the MMCAP Office and to the MMCAP State Contact.

1.3. Vendor Required Documentation

Vendors will provide written notification to new and existing MMCAP Participating Facilities and State Contacts, about the Vendor's required documentation and instructions, to enable the MMCAP Participating Facilities to transition to the new MMCAP Contract. At least sixty (60) days before the Commencement Date of the MMCAP Contract, and throughout the Contract term, Vendor will promptly notify the MMCAP Participating Facilities and the State Contacts of any missing or incomplete documentation required for account set-up.

1.4. Start-Up Inventory

If applicable, historical Product usage data will be provided by the MMCAP Office to the Vendor, at least sixty (60) calendar days prior to the Commencement Date of the Contract. Vendor must have all MMCAP Contract Products loaded in its ordering system, and have a minimum of thirty (30) calendar days' Core Contract Product supply available to order before the Commencement Date of the MMCAP Contract.

1.5. Product Samples and/or Demonstration Models

Upon request from any MMCAP Participating Facility, before the Commencement Date of the MMCAP Contract, or at any time during the Contract term, the Vendor agrees to provide Product samples and/or demonstration models to any MMCAP Participating Facility at no charge. Upon request from MMCAP Participating Facilities, the Vendor will also provide training on the Products covered by the MMCAP Contract, including the Product features and proper Product use.

1.6. MCAP Office Contacts

The primary MMCAP Office Contacts during the Contract implementation and transition period are:

- Emilio Graulau, MMCAP Healthcare Products & Services Coordinator
Email: Emilio.Graulau@state.mn.us
Phone: 651-201-3113
- Elizabeth Suszynski, MMCAP Healthcare Products & Services Coordinator