

AMENDMENT NO. 3 TO MMCAP INFUSE CONTRACT NO. MMS1900113

THIS AMENDMENT NO. 3 ("Amendment") is entered into on 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 the MMCAP Infuse ("MMCAP Infuse") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 ("Wholesaler").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler have executed contract MMS1900113 that became effective on November 1, 2019 ("Original Contract");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 1 on August 14, 2019; Amendment 2 on October 31, 2019; together, Original Contract and Amendments 1 and 2 will be referred to as "Agreement";

WHEREAS, MMCAP Infuse and Wholesaler 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 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 Wholesaler and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Revision 1: The following Member was added to Section 4.2(A) of Attachment A of the Agreement, effective as of November 1, 2019:

- i. State of Ohio

Revision 2: The following Members will be added to Section 4.2(A) of Attachment A of the Agreement, effective as of December 1, 2019:

- ii. State of Maine
- iii. State of New Hampshire
- iv. State of Tennessee Department of Corrections and Department of Mental Health

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

[End of Amendment; Signature Page Follows]

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

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

Name: Brad Cochran

Signature: 

Title: SVP, National Markets

Date: November 21, 2019

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: James Bebbel

Signature: 

Date: Nov 21, 2019

COMMISSIONER OF ADMINISTRATION

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

Name: Jennifer VanderPlants

Signature: 

Date: 11/21/2019

Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase & Property

REQUEST FOR CONTRACT EXTENSION

DATE: July 22, 2019
CONTRACT: Medical Supplies
CONTRACT NO.: **80022560 –Cardinal Health (MMCAP #MMS15001)** VC #174456
CONTRACT PERIOD: November 1, 2014 through October 31, 2019
EXTENSION: November 1, 2019 through January 31, 2020

Questions: Loretta Razin, Purchasing Manager
Phone: 603-271- 0579
E-Mail: Loretta.Razin@DAS.NH.Gov

EXPLANATION

I am requesting the approval to exercise a three (3) month extension provision allowed for statewide contracts listed above. The current contract was implemented in 2014 through Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP). Cardinal Health has been the awarded vendor for our region for pharmaceutical WHOLESale supplies and has been granted a three-month extension to allow ample time for transitioning and award of newly awarded contracts (NH will be contracting with Cardinal Health for the next term contract). Please see the Business Review Quarterly for 9/30/2018 for purchase history and performance history.

I have verified through System for Award Management that there are no records of debarment or exclusions listed. I have also surveyed (Dept of Corrections, NH Hospital, Glenclyff and smaller DHHS agencies) and they have indicated that the vendor and its distributors are performing well.

The vendors have agreed to extend under the same terms, conditions and pricing structure. I recommend the extension of the contracted based on the information provided above and believe that to do so would be in the best interest of the State.

SUBMITTED FOR ACCEPTANCE BY:


LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

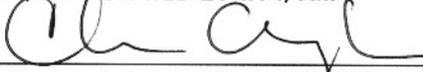
DATE 7/22/19

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 7/22/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 7/22/19



AMENDMENT NO. 36 TO MMCAP INFUSE CONTRACT NO. MM15001

THIS AMENDMENT NO. 36 ("Amendment") is entered into the date all required signatures are obtained for this document, ("Effective Date") by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the MMCAP Infuse ("MMCAP Infuse") and Cardinal Health 110, LLC, Cardinal Health 112, LLC, and Cardinal Health 107, with a designated business address of 7000 Cardinal Place, Dublin, Ohio 43017 (collectively "Wholesaler").

RECITALS

WHEREAS, MMCAP Infuse and Wholesaler entered into MMSMMS15001 on November 1, 2014 ("Original Contract");

WHEREAS, MMCAP Infuse and Wholesaler amended certain terms and conditions of the Original Contract by the way of 35 previous amendments; Original Contract the collective previous amendments will be referred to as "Agreement";

WHEREAS, MMCAP Infuse and Wholesaler 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 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 Wholesaler and MMCAP Infuse.

Clause Modifications

Revision 1: On the Effective Date, all references to the Expiration Date of the Agreement will be deleted in its entirety and replaced with:

Expiration Date: January 31, 2020; MMCAP Infuse may immediately terminate the Agreement upon written notice to Wholesaler, provided MMCAP Infuse and Wholesaler have fully executed a new master agreement.

[Intentionally left blank]

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

WHOLESALER: Cardinal Health 110, LLC,
Cardinal Health 112, LLC, and Cardinal Health 107, LLC

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

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: Brad Cochran

Signature:

Title: SVP, National Markets

Date: July 17, 2017

Name:

Signature:

Date:

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

Name:

Signature:

Date:

[Signature Page]