

AMENDMENT NO. 3 To the Medical Supplies Contract No. 42000000-18-ACS MPA FOR MMCAP INFUSE
AGREEMENT NO. MMS18008

THIS AMENDMENT NO. 3 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Florida, Department of Management Services ("**Department**", "**Member**" or "**Florida DMS**") Concordance Healthcare Solutions LLC a limited liability company with an address of 3901 West 34th Street North, Sioux Falls, South Dakota 57107 ("**Vendor**" or "**Contractor**") collectively referred to as the "**Parties**" and MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**") regarding the Member Addendum for 42000000-18-ACS ("**MPA**" or "**Contract**").

RECITALS

WHEREAS, Member and Vendor desires to amend the MPA for MMS18008 ("**Master Agreement**"); and

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the Parties agree as follows:

Modifications

Revision 1: The Parties agreed that the Contract may be amended by mutual agreement as provided under the "Term" of the MPA:

The Contract is renewed for a period one year pursuant to the same terms and conditions, except as amended herein, with a new Contract expiration date of April 9, 2023.

Revision 2: The following will be added to the Section "Scope" of the MPA:

For the purposes of this MPA the following will apply:

1. All references to "State" will equate to the State of Florida.
2. All references to "supplier" will equate to Contractor or Vendor.

Revision 3: The Parties agree to the following amended terms under the "Additional Terms" of the MPA:

- Paragraph 4, Florida Transaction Fees, is deleted in its entirety and replaced with the following:

4. Florida Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State of Florida. Member understands that the Vendor will adjust pricing in the Master Agreement and/or amend the discounts the Vendor provides to for Florida Facilities to reflect the Florida Transaction Fee.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Vendors delinquent in paying transaction fees shall be excluded from conducting future business with the state.

Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Member understands that the Vendor will adjust pricing in the

Agreement and/or amend the discounts the Vendor provides to for Florida Facilities to reflect the Florida Transaction Fee. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

- Paragraph 5, Punch-out Catalog and Electronic Invoicing, is deleted in its entirety and replaced with the following:

5. MFMP Punchout Catalog and Electronic Invoicing.

The Contractor is required to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site, and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- Paragraph 12(e), Public Records, is deleted in its entirety and replaced with the following:

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

- Paragraph 15, Suspended, Convicted, and Discriminatory Vendor Lists, is deleted in its entirety and replaced with the following:

15. Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

- The follow is added as Paragraph 16:

16. Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

- The following is added as Paragraph 17:

17. Modifications.

Any amendments to this MPA must be in writing and signed by the Parties and approved by MMCAP Infuse. If amendments are made to the Master Agreement after the effective date of this MPA, the Contractor shall notify the Florida DMS of such amendments within fifteen (15) calendar days of the Master Agreement being amended.

- The following is added as Paragraph 18:

18. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract, provided they are MMCAP Infuse members. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract and MMCAP Infuse's membership agreement.

- The follow is added as Paragraph 19:

19. Document Inspection

In accordance with section 216.1366, F.S., the Florida DMS is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Florida DMS determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Florida DMS within ten (10) Business Days after the request is made.

- The following is added as Paragraph 20:

20. Purchases Prerequisites

Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

BY AND BETWEEN:

FOR THE MEMBER:

State of Florida
Department of Management Services

Signature: _____

Printed: _____

Title: _____

Date: _____

VENDOR: Concordance Healthcare Solutions LLC

Signature: _____

Printed: _____

Title: _____

Date: _____

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse

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

Printed: _____

Signature: _____ Date: _____

Minnesota Commissioner of Administration

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

Printed: _____

Signature: _____ Date: _____

- The following is added as Paragraph 20:

20. Purchases Prerequisites

Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

BY AND BETWEEN:

FOR THE MEMBER:

State of Florida
Department of Management Services

Signature: _____

Printed: J. Todd Inman

Title: Secretary

Date: 3/1/2022

VENDOR: Concordance Healthcare Solutions LLC

Signature: Wendy Weiss Digitally signed by Wendy Weiss
Date: 2022.02.17.13:42:45 -05'00'

Printed: _____

Title: _____

Date: _____

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse

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

James Losinski

Printed: _____

Signature: James Losinski Date: 3/2/2022
DocuSigned by:
0CAAB984AFAD40F...

Minnesota Commissioner of Administration

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

Robbin J Tschida

Printed: _____

Signature: Robbin J Tschida Date: 3/2/2022
DocuSigned by:
C081B5019F8B4F8...