

<https://members.infuse-mn.gov/contract-documents>**AMENDMENT NO. 7 TO MMCAP INFUSE AGREEMENT NO. MMS2200731**

THIS AMENDMENT NO. 7 ("**Amendment**") to MMS2200731 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Concordance Healthcare Solutions LLC, a limited liability company with an address of 3901 West 34th Street North, Sioux Falls, South Dakota 57107 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor 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 Amendments shall be read together as one document. Any capitalized terms used in the 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 Vendor and MMCAP Infuse.

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

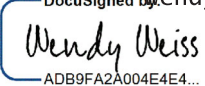
Modifications

Revision 1: Line 2 of the *Agreement Term* in the Agreement will be revised as follows:

2. **Expiration Date:** ~~March 1, 2025~~ December 31, 2026

VENDOR: Concordance Healthcare Solutions, LLC

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: Wendy weiss
Signature: 
Title: Director- Government Business Development
Date: 11/15/2024

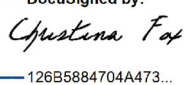
STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: Nalee xiong
Signature: 
Date: 11/15/2024

COMMISSIONER OF ADMINISTRATION

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

Name: Christina Fox
Signature: 
Date: 11/15/2024

AMENDMENT NO. 8 TO MMCAP INFUSE AGREEMENT NO. MMS2200731

THIS AMENDMENT NO. 8 ("**Amendment**") to MMS2200731 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Concordance Healthcare Solutions LLC, a limited liability company with an address of 3901 West 34th Street North, Sioux Falls, South Dakota 57107 ("**Vendor**").

RECITALS

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NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

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

Modifications

Revision 1: Line 1.2 of the Agreement has been revised as follows:

- 1.2 **Core.** These are Products that are specifically identified on a "line-item" basis on *Attachment A-1*. The Vendor may add Products to this at any time, however, removals can only occur on ~~an annual basis~~ a six (6) month basis, unless Products are discontinued and no longer active within Vendor's offering under this or any other agreement due to a manufacturer/supplier. The Vendor must provide written notice to MMCAP Infuse; the notice must have (A) verifiable evidence of the discontinuation; or (B) contact information for the manufacturer/supplier to allow MMCAP Infuse to verify the discontinuation. Once verified, MMCAP Infuse and the Vendor will issue an amendment to remove the Products from Core. Once an addition has occurred, the Vendor must wait ~~one (1) year~~ six (6) months from each addition date to make further adjustments, unless adjustment is made during the Annual Refresh.
- A. Package Size: All package size offerings for that Product will be considered part of the Core list.
 - B. "Annual Refresh": Annually, at a minimum, it is expected that the top fifty percent (50%) (in both unit and dollar volume) of collective Core and Non-Core Products from the previous year will be classified as Core for the applicable upcoming year. MMCAP Infuse will provide Vendor a proposed Core list sixty (60) days in advance. The Vendor may review and appeal items on the list, however the Vendor must provide (i) written justification and supporting evidence; and (ii) alternative product to replace the item on the Core list. MMCAP Infuse will then review and consider the appeal. A final Core list must be approved by both parties within the sixty (60) days, otherwise the previous year's Core list will automatically renew until the parties agree to an updated Core list.
 - i. Historical Sale History. If the Vendor has a historical sale history with MMCAP Infuse and/or the Membership, that will be used to create the initial Core list.
 - C. Off-cycle Product Additions: The Vendor may add Products to the Core list at any time with three (3) days' written notice to MMCAP Infuse.
 - D. MMCAP Infuse Products: The Vendor will be prohibited from selling MMCAP Infuse Products and competing equivalent items under the Core category.

Revision 2: Line 2.2 of the Agreement has been revised as follows:

- 2.2 **Core Pricing Structure.** Pricing for Core Products are listed on *Attachment A*. Vendor must hold pricing for Core Products firm for at least ~~one (1) year~~ six (6) months from the Effective Date. Each time pricing is

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changed, the Vendor must wait ~~one (1) year~~ six (6) months from each effective change date to amend the pricing again, unless modified during the Annual Refresh.

- A. Required Format: All changes must be done in MMCAP Infuse's required format; an example can be found on *Attachment E, Table 4*.
- B. Package Variations: Per *Paragraph 1.2(A)*, all package sizes for applicable manufacturer and/or Vendor part number will be under the terms of Core Pricing. The Vendor can sell the package sizes at different Pricing, however, "per item" basis must remain consistent.
- C. Price Reductions: After the Effective Date, Vendor may submit to MMCAP Infuse price reductions but must provide at least three (3) days' notice to MMCAP Infuse before they can take effect.
- D. Annual Refresh: During the Annual Refresh (see *Paragraph 1.2(8)*), Vendor may propose price increases for products remaining on Core or being added to Core. The Vendor must provide at least sixty (60) days' written notice for any change to take effect.
- E. Price Increases: Outside the Annual Refresh, price increases will only be accepted with (i) at least ninety (90) days' written notice; (ii) a force majeure condition can be established; and (iii) and is approved by MMCAP Infuse. Except as provided for in this Agreement, no fee, percentage, or other cost may be added to the Products purchased under this Agreement unless it has been approved in writing by MMCAP Infuse. In the event Vendor does not notify MMCAP Infuse of an increase, Vendor must honor chargebacks for the most recent previous Price until such time as MMCAP Infuse receives notice of and approves the increase.

VENDOR: Concordance Healthcare Solutions, LLC

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: _____
Signature: Wendy Weiss
Title: Director- Government Business Development
Date: 1/3/2025

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: _____
Signature: Nalee Xiong
Date: 1/6/2025

COMMISSIONER OF ADMINISTRATION

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

Name: _____
Signature: Christina Fox
Date: 1/6/2025

AMENDMENT NO. 9 TO MMCAP INFUSE AGREEMENT NO. MMS2200731

THIS AMENDMENT NO. 9 ("**Amendment**") to MMS2200731 and its amendments ("**Agreement**") is entered into on the date all required signatures are obtained for this document ("**Effective Date**") and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Concordance Healthcare Solutions LLC, a limited liability company with an address of 3901 West 34th Street North, Sioux Falls, South Dakota 57107 ("**Vendor**").

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

Modifications

Revision 1: Three (3) days after the Effective Date of this Amendment, the following Product's price will be revised to *Attachment A-1* of the Agreement.

Item #	Description	SKU #	Manufacturer	Manufacturer Part #	SUOM	Qty Per SUOM	Unit Cost	Summary of Changes	Action
25861	Pouch Deactivation Drug Medium 45 Pills/6oz. Liquid/6 Patches SKU: 330023	330023	BD Medication Management	7018-CASE	CS	200	\$936	Price change effective 3 days post signatures	Price Increase

Revision 2: *Attachment A-3* of the Agreement will be deleted and replaced according to *Exhibit 1* of this Amendment, which is attached and incorporated.

[Signature page follows]

VENDOR: Concordance Healthcare Solutions, LLC

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: DocuSigned by: Wendy Weiss
Signature: Wendy Weiss
Title: Director- Government Business Development
Date: 1/21/2025

STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: DocuSigned by: Nalee Xiong
Signature: Nalee Xiong
Date: 1/21/2025

COMMISSIONER OF ADMINISTRATION

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

Name: DocuSigned by: Christina Fox
Signature: Christina Fox
Date: 1/22/2025

ATTACHMENT A-3**MMCAP Infuse Loaded Product Categories and Mark-Ups**

<u>Categories</u>	<u>Mark-Up % (Not to Exceed)</u>	<u>UNSPSC Codes</u>
Incontinence	■	42142700; 42443800; 42143900
Attends Healthcare Products, Inc.		
Essity HMS North America, Inc.		
First Quality Products, Inc.		
Medline Industries		
Nutritionals	■	422318; 5119; 8515
Mead Johnson and Company, LLC		
Diabetic Products; Needles and Syringes	■	421425; 421426; 4222; 411220
Owen Mumford USA, Inc.		
Retractable Technologies, Inc.		
Roche Diagnostic Corp.		
Pharmaceuticals	■	5110-5125
HR Pharmaceuticals, Inc.		
Condoms	■	53131622
SXWELL USA, LLC		