



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 07-13-2023

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0506 0506 BPH2000000002 5	Procurement Folder:	741831
Document Name:	Change Order No. 4	Reason for Modification:	Change Order No. 4 To Extend Contract
Document Description:	Medical Supplies for WVDHHR/BPH offices - CO4-Extension		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2020-08-03
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-08-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000110771 MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC 9954 MAYLAND DR STE 5176 HENRICO VA 23233 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Christine L Basham Requestor Phone: (304) 356-4930 Requestor Email: christine.l.basham@wv.gov <div style="text-align: center; font-size: 2em; font-weight: bold;">24</div> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

7-17-23 BAT

Total Order Amount:	Open End
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Purchasing Division's File Copy

ENTERED

CA 7/17/23

PURCHASING DIVISION AUTHORIZATION
 DATE: *Munk* 7/17/2023
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John & Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Tolson
 DATE: 7-20-2023
 ELECTRONIC SIGNATURE ON FILE

7/19/2023

Extended Description:

Change Order 4

Change Order 4 is issued to extend the contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of extension 06/23/23 through 08/31/23.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	42000000			EA	0.000000
	Service From	Service To			Service Contract Amount
				0.00	

Commodity Line Description: Medical Equipment and Accessories and Supplies

Extended Description:

Pursuant to the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) Agreement of Understanding, the West Virginia Department of Health and Human Resources is contracting with McKesson to provide medical supplies at various department locations as ordered for the period of June 23, 2023 through August 31, 2023.

.....
July 12, 2023

Re: Extension of State of WV Contract CMA 0506 0506 BPH2000000002

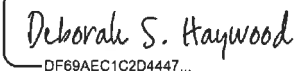
Dear Mr. Price:

McKesson Medical-Surgical Government Solutions LLC and the West Virginia Department of Health & Human Resources Bureau for Public Health (“WV DHHR”) are mutually interested in extending contract CMA 0506 0506 BPH2000000002 until August 31, 2023. MMCAP Infuse has authorized the extension of McKesson’s MMCAP Infuse Contract No. MMS18000 for specified members via Amendment No. 40 and Amendment No. 41 which adds WV DDHR to the list of specified members.

This Letter memorializes the extension of the Contract CMA 0506 0506 BPH2000000002 according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders. Pursuant to Amendment No. 40 of MMCAP Infuse MMS18000 the extension period for WV DHHR is June 23, 2023 through August 31, 2023.

Sincerely,

DocuSigned by:



DF69AEC1C2D4447...

Deborah Haywood
VP, GM Government Contracting
McKesson Medical-Surgical Government Solutions LLC

Seen and agreed:



Mr. Robert Price
West Virginia Department of Health & Human Resources Bureau for Public Health

AMENDMENT NO. 40 TO MMCAP INFUSE CONTRACT NO. MMS18000

THIS AMENDMENT NO. 40 ("**Amendment**") is entered into on 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 MMCAP Infuse ("**MMCAP Infuse**") and McKesson Medical-Surgical Inc., a corporation located at 9954 Mayland Drive, Suite 4000, Richmond, VA 23233; McKesson Medical-Surgical Minnesota Supply Inc., a corporation located at 9954 Mayland Drive, Suite 5176, Henrico, VA 23233; and McKesson Medical-Surgical Government Solutions LLC, a limited liability company located at 9954 Mayland Drive, Suite 5176 Henrico, VA 23233 (collectively "**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS18000 on March 1, 2018 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendments 1-39; together, Original Contract and Amendments 1-39 will be referred to as "**Agreement**";

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 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 Vendor and MMCAP Infuse.

Modifications:

Revision 1: The *Contract Expiration Date* in *ARTICLE 4: CONTRACT TERMS AND CONDITIONS* of the Agreement will be revised to August 31, 2023, for the following Member States ("**Extended Member States**"):

- State of California
- State of Georgia
- State of Washington

Revision 2: If MMCAP Members in the Extended Member States are invoiced incorrectly while MMCAP Contract Pricing and MMCAP Products are reloaded for Extended Member States, Vendor will process any credit and/or rebills to the affected MMCAP Member(s) within the timeframes identified in *Paragraph 35.4* of the Agreement.

Revision 3: Effective May 2, 2023, the calculation of the Administrative Fee shall be governed according to MMCAP Infuse Agreement MMS2200736 with the Vendor, which is incorporated into this Amendment by reference.

The Agreement is incorporated into this Amendment by reference. Except as amended herein, the terms and conditions of the Agreement remain in full force and effect.

[End of Amendment; Signature Page Follows]

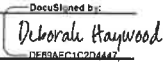
VENDOR:

McKesson Medical-Surgical Inc.

McKesson Medical-Surgical Minnesota Supply Inc.

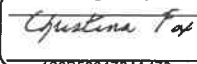
McKesson Medical –Surgical Government Solutions LLC

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: Deborah Haywood
Signature: 
Title: Vice President, General Manager
Date: 5/3/2023

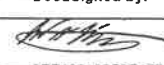
STATE OF MINNESOTA FOR MMCAP INFUSE

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

Name: Christina Fox
Signature: 
Date: 5/4/2023

COMMISSIONER OF ADMINISTRATION

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

Name: Jared Huizenga
Signature: 
Date: 5/4/2023

[Signature Page]

AMENDMENT NO. 41 TO MMCAP INFUSE CONTRACT NO. MMS18000

THIS AMENDMENT NO. 41 (“**Amendment**”) is entered into on 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 MMCAP Infuse (“**MMCAP Infuse**”) and McKesson Medical-Surgical Inc., a corporation located at 9954 Mayland Drive, Suite 4000, Richmond, VA 23233; McKesson Medical-Surgical Minnesota Supply Inc., a corporation located at 9954 Mayland Drive, Suite 5176, Henrico, VA 23233; and McKesson Medical-Surgical Government Solutions LLC, a limited liability company located at 9954 Mayland Drive, Suite 5176 Henrico, VA 23233 (collectively “**Vendor**”).

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS18000 on March 1, 2018 (“**Original Contract**”);

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendments 1-40; together, Original Contract and Amendments 1-40 will be referred to as “**Agreement**”;

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 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 Vendor and MMCAP Infuse.

Modifications:

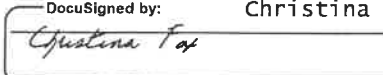
Revision 1: State of West Virginia, Department of Health and Human Resources shall be added to the *Extended Member States* in Amendment No. 40 to the Agreement.

VENDOR:

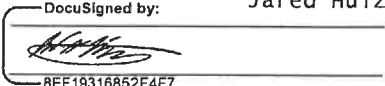
McKesson Medical-Surgical Inc.
McKesson Medical-Surgical Minnesota Supply Inc.
McKesson Medical –Surgical Government Solutions LLC
The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Deborah S. Haywood
Signature: 
Title: Vice President, General Manager
Date: 6/22/2023

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

Name: DocuSigned by: Christina Fox
Signature: 
Date: 6/23/2023

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

Name: DocuSigned by: Jared Huizenga
Signature: 
Date: 6/23/2023



APPROVED
H. A. Young
7/17/23

**STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Office of Purchasing**

**Sherri A. Young, DO, MBA, FAAFP
Interim Cabinet Secretary**

**Bryan Rosen
Director**

TO: Crystal Husted, CPPB
Senior Buyer

FROM: Robert Price, CPPO, CPPB, NIGP-CPP
Administrative Services Manager II *Robert Price*

SUBJECT: Agency Justification Letter

DATE: July 13, 2023

The West Virginia Department of Health and Human Resources Office of Purchasing respectfully requests approval of an extension for CMA 0506 0506 BPH2000000002. This contract provides medical supplies and related items to the department. Final documentation needed to processing this change order was not received until July 13, 2023. If you have any questions regarding this request, please do not hesitate to contact me at your earliest convenience.



Hustead, Crystal G <crystal.g.hustead@wv.gov>

Re: BPH741831 CMA 0506 BPH20*02

1 message

Price, Robert L <robert.l.price@wv.gov>
To: "Hustead, Crystal G" <crystal.g.hustead@wv.gov>
Cc: Heather M White <Heather.M.White@wv.gov>

Thu, Jul 13, 2023 at 4:19 PM

Yes. The contract originally expired on 05/01/2023. MMCAP Infuse has been in negotiations to award new contracts. Due to unexpected delays and to provide a bridge until new contracts are awarded contracts are being extended on an as needed basis. WV was omitted from the first extension and wasn't added until 06/23/2023.

On Thu, Jul 13, 2023 at 2:52 PM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote:

Tara is out today and tomorrow, and I will be working from home tomorrow, so I was going to try to get this one in front of Frank to approve the extension.

I know he will ask me, on change order 3 it was extended to 05/01/2023, change order 4 has to extend from 06/23/2023 to 08/31/2023. Can you advise about the gap between 05/01/2023 and 06/22/2023.

On Thu, Jul 13, 2023 at 12:43 PM Price, Robert L <robert.l.price@wv.gov> wrote:
Crystal,

I just submitted this change order into workflow. This is the medical supply contract for the department and it is a high priority document. Please expedite processing. I am getting ready to leave for an appointment. If you need any revisions, please let Heather know.

Thanks,

Robert Price, CPPO, CPPB, NIGP-CPP

Administrative Services Manager II

WVDHHR – Office of Purchasing

One Davis Square – Room 110

Charleston, WV 25301

Phone: (304)-957-0218

Fax: (304)-558-2892

Robert.L.Price@wv.gov

<http://www.dhhr.wv.gov>

WEST VIRGINIA
Department of



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