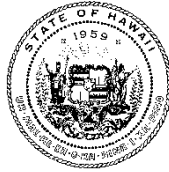


JOSH GREEN, M.D.
GOVERNOR
KE KIA'ĀINA



BONNIE KAHAKUI
ACTING ADMINISTRATOR

STATE OF HAWAII
STATE PROCUREMENT OFFICE

P.O. Box 119
Honolulu, Hawaii 96810-0119
Tel: (808) 586-0554
email: state.procurement.office@hawaii.gov
<http://spo.hawaii.gov>
Twitter: @hawaiispo

Jul 7, 2023

TO: Executive Departments/Agencies
Department of Education
Hawaii Health Systems Corporation
Office of Hawaiian Affairs
University of Hawaii
Public Charter Schools Commission
and Schools
House of Representatives
Senate
Judiciary

City and County of Honolulu
Honolulu City Council
Honolulu Board of Water Supply
Honolulu Authority for Rapid Transportation
County of Hawaii
Hawaii County Council
County of Hawaii-Department of Water Supply
County of Maui
Maui County Council
County of Maui-Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai – Department of Water
School Facilities Authority

FROM: Bonnie Kahakui, Acting Administrator

A handwritten signature in blue ink that reads "Bonnie A. Kahakui".

SUBJECT: **Change No. 3**
SPO Price List Contract No. 22-16
MEDICAL PRODUCTS CONTRACT
MMCAP Contract No. MMS18016
Expires: October 31, 2023

The following change is made to the price list contract:

- The Price List Contract No. 22-16 is extended to October 31, 2023.

The current price list contract incorporating Change No. 3 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price and Vendor List Contracts* on the home page.

If you have any questions, please contact Christopher Amandi at (808) 587-4706, or Christopher.J.Amandi@Hawaii.gov

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 22-16 (Statewide)

Includes Change No. 3

Effective: 06/30/2022

THIS SPO PRICE LIST CONTRACT IS FOR AUTHORIZED BUSINESS USE ONLY

**MMCAP-infuse
MEDICAL PRODUCTS PROGRAM
October 10, 2021 – October 31, 2023**

INFORMATION ON MMCAP INFUSE

The State of Hawaii is a member of the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) Infuse, a voluntary group purchasing organization operated by the State of Minnesota's Department of Administration for government healthcare facilities. The mission of MMCAP Infuse is to provide member organizations, through combined purchasing power, to receive the best prices available for pharmaceuticals and related products to eligible government facilities.

The State of Minnesota is the lead agency and contract administrator for the MMCAP Infuse medical products. A competitive sealed proposal was issued on behalf of MMCAP Infuse and a contract was awarded to Henry Schein. The contractor is required to distribute medical products as ordered by participating agencies.

The State Procurement Office, on behalf of the executive branch and the purchasing agencies listed below, has joined the MMCAP Infuse medical products prime contractor contract. The MMCAP Infuse contract offers a wide range of medical products.

For additional information on this contract visit the MMCAP infuse website at <http://www.mmcap.org>



PARTICIPATING JURISDICTIONS: Agencies of the following purchasing jurisdictions may purchase from this price list contract:

Executive Departments/Agencies	City and County of Honolulu
Department of Education	Honolulu City Council
Hawaii Health Systems Corporation	Honolulu Board of Water Supply
Office of Hawaiian Affairs	Honolulu Authority for Rapid Transportation
University of Hawaii	County of Hawaii
Public Charter School Commission and Schools	Hawaii County Council
House of Representatives	County of Hawaii-Department of Water Supply
Senate	County of Maui
Judiciary	Maui County Council
	County of Maui – Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai – Department of Water
	School Facilities Authority

Participating jurisdictions are not required but may purchase from this price list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors; however, HRS Chapter 103D, and the procurement rules apply to purchases by using applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdictions.

Pursuant to HRS Section 103D-804, nonprofit organizations with current contracts to provide health and human services obtained pursuant to HRS Chapter 103F, Purchase of Health and Human Services contracts may purchase from State Procurement Office (SPO) price-/ contractor-lists.

POINTS OF CONTACT: Questions regarding products, ordering, pricing and status should be directed to:

MMCAP Infuse Senior Account Executive
 Kim Hankins
 email Kim.Hankins@state.mn.us
 phone 503-999-5013.

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Telephone	Fax	E-mail
Executive	Christopher Amandi	587-4706	586-0570	Christopher.J.Amandi@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us

Jurisdiction	Name	Telephone	Fax	E-mail
HHSC	Nancy Delima	359-0994		ndelima@hhsc.org
OHA	Christopher Stanley	594-1833	594-1865	chriss@oha.org
UH	Karlee Hisashima	956-8687	956-2093	karlee@hawaii.edu
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spscsc.hawaii.gov
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov
Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.gov
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
Honolulu City Council	Kendall Amazaki, Jr. Nanette Saito	768-5084 768-5085	768-5011	kamazaki@honolulu.gov nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071		fn_procurement@hbws.org
HART	Dean Matro	768-6246		dean.matro@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440		diane.nakagawa@hawaiiicounty.gov
Hawaii County Council	Diane Nakagawa	961-8440		diane.nakagawa@hawaiiicounty.gov
County of Hawaii- Dept. of Water Supply	Ka'iulani L. Matsumoto	961-8050 x224	961-8657	kmatsumoto@hawaii.dws.org
County of Maui	Jared Masuda	463-3816		jared.masuda@co.maui.hi.us
Maui County Council	Marlene Rebugio	270-7838		marlene.rebugio@mauicounty.us
County of Maui- Dept of Water Supply	Kenneth L. Bissen	270-7684	270-7136	ken.bissen@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@kauai.gov
Kauai County Council	Codie Tabalba	241-4193	241-6349	ctabalba@kauai.gov
County of Kauai- Department of Water	Christine Erorita	245-5409	241-5813	cerorita@kauaiwater.org
School Facilities Authority	Gaudencia "Cindy" Watarida	430-5531		Cindy.watarida@k12.hi.us

ELIGIBLE AUTHORIZED PARTICIPATING FACILITIES: Only eligible authorized facilities, of a participating jurisdiction, are authorized to use this contract. Eligible authorized facilities, wanting to use this contract, are required to complete a MMCAP Infuse Facility Membership Application and Facility Agreement [Membership Application Instructions and Application Form / Minnesota.gov \(infuse-mn.gov\)](https://infuse-mn.gov) prior to ordering. Submit a completed and signed MMCAP Infuse application and agreement to the State Procurement Office, Attention Christopher Amandi, Christopher.J.Amandi@hawaii.gov for verification and submission to MMCAP Infuse.

DOCUMENTS REQUIRED BY CONTRACTOR TO OPEN A NEW ACCOUNT:

For Medical Supply purchases:

- New account application

For Sublocade purchases:

- Pharmacy License
- REMS certification
- New account application

DOCUMENTS REQUIRED BY CONTRACTOR TO TRANSFER EXISTING ACCOUNT UNDER MMCAP INFUSE AND STATE OF HAWAII CONTRACT:

- GPO declaration form

AUTHORIZED PARTICIPATING FACILITIES: Each authorized participating facility will be assigned a local account manager who will be responsible for building and developing an effective working relationship with the authorized participating facility's staff.

In addition to the Contractor assigned account manager, MMCAP Infuse has a Senior Healthcare Consultant assigned to Hawaii to ensure the needs of all authorized facilities are met. Kim Hankins is the assigned MMCAP Infuse Senior Healthcare Consultant for Hawaii.

Kim Hankins, CPPO, CPPB

SENIOR HEALTHCARE CONSULTANT,
GOVERNMENT SECTOR - NORTHWESTERN REGION
503-999-5013
Kim.Hankins@state.mn.us

CONTRACTOR:

Rob Irwin
National Account Manager Government
Henry Schein Medical
Cell Phone-661-244-7090
Rob.Irwin@HenrySchein.com

Cristina A Bowman
National Account Specialist
Healthcare Services
PH: 864-381-5900
Cristina.bowman@henryschein.com

CONTRACTOR CODES for annotation on purchase orders are obtainable from the Alphabetical Contractor Edit Table available at your department's fiscal office. Departments are cautioned that the remittance address on an invoice may be different from the address of the contractor code annotated on the purchase order. Therefore, when processing an invoice for payment, be sure that the correct contractor code is used.

MEDICAL PRODUCTS and PRICING

The list of the Contractor's Contracted Suppliers' categories of Medical Products must include the percentage discount from the Contractor's published catalog price of the Product within a specific category, and be submitted on the Non-Core Products tab of Attachment A. The specific discount shall apply to each of the Contractor's Contracted Suppliers' categories of medical Products listed. Attachment A can be found on the MMCAP Infuse Legacy webpage [Home Page \(state.mn.us\)](http://state.mn.us) by login in using your membership login. Interested, eligible non-member agencies and organizations may contact Kim Hankins, MMCAP-infuse Senior Healthcare Consultant (see previous page), for inquiries relating to products and pricing.

The MMCAP Infuse Participating Member will receive the Contract pricing as set forth, in the following tabs in the Excel-spreadsheet price file, which is available for the Henry Schein Medical Products contract MMS18016 on the [MMCAP contracts webpage](#): Brand Label Core Products tab; Private Label Core Products tab; Covid-19 products; Non-Core Products tab; and Additional Value Offerings tab. There shall be no minimum order requirements or charges, regardless of order size or payment amount.

PHARMACEUTICALS: For any Products and Services manufactured and offered by a pharmaceutical manufacturer, the pharmaceutical manufacturer will determine which MMCAP Infuse Members and Participating Facilities are eligible to receive the pricing offered the by the pharmaceutical manufacturer. In accordance with Section 8 of Article 4, any pharmaceutical products agreed to be distributed to MMCAP Infuse Members or MMCAP Infuse Participating Facilities by Contractor and MMCAP Infuse shall be added to **Attachment A-1: Approved Pharmaceuticals**.

Sublocade: For the Sublocade set forth in Attachment A-1, it is understood and agreed that only MMCAP Infuse Members and MMCAP Infuse Participating Facilities which are approved by the manufacturer ("Designated MMCAP Members") are eligible to receive the pricing set forth herein.

PRODUCT SAMPLES AND/OR DEMONSTRATION MODELS: Upon the written request from any MMCAP Infuse Participating Facility, the Contractor agrees to provide Product samples within reason and so long as available from an applicable Manufacturer, and/or demonstration models to any MMCAP Infuse Participating Facility at no charge. Upon request from MMCAP Infuse Participating Facilities, the Contractor will use commercially reasonable efforts to also provide, if applicable, training on the Products, or facilitate the training of such Product with the applicable Manufacturer, covered by the MMCAP Infuse Contract, including the Product features and proper Product use.

SHIPPING: The contractor delivers to sites identified by the Order Originator, and if necessary, add other delivery sites as identified by the Infuse Members during the term of the MMCAP Infuse Contract. Contractor shall have the right to review and hold orders to the extent an applicable MMCAP Infuse Participating Member (i) is past-due or delinquent beyond their regular payment terms.

a. **No Additional Fees.** Contractor may not charge any additional fees for routine deliveries, unless such Service is subject to a charge, to MMCAP Infuse Participating Facilities.

b. **Shipping Terms.** All routine scheduled order for standard Product shipments will be F.O.B. Destination, Freight Prepaid and Allowed.

c. **No Fuel Surcharges.** Contractor agrees that it will not charge a fuel surcharge for the term of this Contract.

d. **Delivery Schedule** Contractor will have three (3) business days, from the date the Product is ordered, to have the Product stocked and delivered at no extra cost to the Order Originator, barring any Manufacturer production issues or any minimum order requirements from a Manufacturer. It is understood that deliveries to Alaska or Hawaii may take longer.

e. **Delivery Time** Contractor's daily order cut off time will be 3:00pm EST time, with the delivery window from generally between 10:00am – 4:30pm the next business day, depending on location and distance from the servicing distribution center and the location of the applicable MMCAP Infuse Participating Facility. Orders received Monday through Thursday will be delivered in an average turnaround time from the placement of an MMCAP Infuse Member's Order, to the expected delivery date of the Product of less than three (3) business days. Orders received Friday will be delivered the next business day depending on location and distance from the servicing distribution center and the location of the applicable MMCAP Infuse Participating Facility.

f. **Hazardous Materials** MMCAP Infuse Member and MMCAP Infuse Participating Facility may be subject to additional shipping charges.

g. **Damaged Products:** All damaged Products must be reported to Contractor's customer service department. Products Returned to the Contractor, and applicable credits will be issued within three (3) business days from receipt of the damaged item.

h. **Lost Products** All lost Products must be reported to Contractor's customer service department. Upon reconciliation, Contractor will apply credit for lost items as applicable within three (3) business days.

i. **Large Size Orders** MMCAP Infuse Member and MMCAP Infuse Participating Facility may be subject to additional shipping charges.

INVENTORY MANAGEMENT: Upon request by an MMCAP Infuse Participating Facility, Contractor may provide at cost or no cost to the MMCAP Infuse Participating Facility, inventory management support that includes but is not limited to training, software, reporting capability, and handheld devices, to assist the facility in performing its onsite inventory.

PRODUCT OUTAGES: Contractor will provide written notice within forty-eight (48) hours, of being notified by an applicable Manufacturer, of any Products that are on Manufacturer Backorder.

PRODUCT BACKORDERS: Products, subject to a manufacturer backorder and deemed critical by the MMCAP-infuse participating facility may be requested to be shipped expedited from another manufacturer, in which case the contractor requests drop-shipment to the MMCAP-infuse participating facility from the alternative manufacturer via Next Day Delivery. In case the alternative manufacturer does not offer drop shipments, Contractor will ship the Product as soon as such Products are available to the MMCAP Infuse Facility for delivery via Next Day Delivery. The MMCAP Infuse Participating Facility may be subject to additional cost or shipping charges.

Should the MMCAP Infuse Participating Facility opt out of the Automatic Product Substitution process, the ordering MMCAP Infuse Member may purchase a Product Substitute on the open market during the time the Contractor is unable to provide such Manufacturer Backordered Products.

Contractor will have an auto-backorder function that is part of its existing Product ordering system, which will allow MMCAP Infuse Participating Facilities to receive backordered Product due to Contractor created Stock Outages promptly, upon availability of the Product.

FAILURE TO SUPPLY: Unless the result of a Manufacturer Backorder, if Contractor fails to deliver any Core Products set forth on Attachment A, the ordering MMCAP Infuse Participating Facility may purchase an alternate equivalent Product on the open market for the period in which the Contractor is unable to provide the Core Product.

PRODUCT EXPIRATION: Contractor shall notify MMCAP Infuse Participating Facilities when the shipment of a Product has an expiration date of less than six (6) months.

If Contractor distributes short-dated product to an MMCAP Infuse Participating Facility without prior approval, the Product may be returned to the Contractor at Contractor's expense.

PRODUCT RETURNS: Returns can be placed online, through customer service department or via consultant. Once the Product is received back into warehouse, a credit will be processed to MMCAP account and will generate a credit memo. Returned Products must be returned within 30 days of purchase. After the 30 days, a restocking fee will be assessed.

RETURNS ARE NOT BEING ACCEPTED WITHOUT PRIOR AUTHORIZATION. To arrange for a return, call Customer Service, or contact Sales Consultant. The following conditions must be complied with:

- All returns must be accompanied by a copy of the invoice and a reason for the return.
- Merchandise must be returned in its original container, unmarked, and properly packaged.
- Returned Products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable). Shipping charges will apply on all returns.

Exceptions: The following special, customized, or government-regulated items are not returnable:

- Opened hand pieces, small equipment, and custom-ordered equipment
- Special order items (Products that we do not ordinarily stock)
- Personalized and imprinted items
- Opened computer hardware and software
- Controlled drugs
- Hazardous items
- Expired Products
- Items that cannot be returned to the manufacturer

Prescription Drug Returns: Federal law requires that any drugs returned to a wholesale distributor, are kept under proper conditions for storage, handling, and shipping. The Prescription Drug Marketing Act also requires that written documentation indicating that proper conditions were maintained is provided to the wholesale distributor to which the drugs are returned. To help facilitate this process Henry Schein, Inc. has developed a Prescription Drug Return Authorization form that you may use to comply with this requirement. To receive a copy of the form and obtain proper return authorization, please contact Customer Service at 1-800-472-4346 or access our online Prescription Drug Return Policy and Return Form.

ORDERING SYSTEM: Contractor will provide order training procedures to staff identified by the MMCAP Infuse Member at no charge, within a mutually agreeable timeframe to the Contractor and the MMCAP Infuse Member, after establishing a new MMCAP Infuse business account.

Contractor will support the following ordering methods: Internet, EDI, phone orders via interactive voice response, direct call to customer service, handheld device ordering, and fax orders

CUSTOMER SERVICE:

- Customer support centers are located at: Reno, NV and Melville, NY
- Customer service hours of operation are 8am – 8:30pm, EST; Monday - Friday, excluding the following national holidays: Christmas, New Year’s Eve, 4th of July, Labor Day, Memorial Day, Thanksgiving Day and the day after Thanksgiving.
- 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 800-472-4346 for customer service support or 800-772-4346 to place an order; to fax an order 800-329-9109, or by e-mail at custserv@henryschein.com for customer service support or medsls@henryschein.com to place an order via email.
- Technical support is available Monday-Friday; 8am – 8pm EST. Technical support can be reached toll free by calling 800-711-6032, or via email at ECS@henryschein.com. See Section 2.9, of II. Contract Transition and Implementation, for more details on technical support for Product ordering.

- **Emergency Call Procedures:** Contractor agrees to use commercially reasonable efforts to accommodate any emergency orders a MMCAP Infuse Member or MMCAP Infuse Participating Facility may have which shall be used for life critical emergency situations only, that requires Product before the Next Scheduled Delivery Day, provided however that MMCAP Infuse, MMCAP Infuse Members and MMCAP Infuse Participating Facilities understand that Contractor does not have the capabilities to provide delivery of Products on the same day an Order is placed. Such MMCAP Infuse Member and/or MMCAP Infuse Participating Facility may utilize one of the contact methods outlined under Section 3.2 of this Attachment B to reach out to Contractor.

INVOICING:

Contractor will submit an invoice with each order. Invoices must be only for the amount of Product and Services delivered, not the amount ordered. Quantity ordered and quantity shipped must be based on the packaging associated with the Contractor's Product ID number.

No additional fees or special handling charges will be assessed for MMCAP Infuse Contract Products unless such Products are Medical Equipment Products or Special Products.

All additional fees (e.g., expedited shipping charges) previously agreed upon between the Contractor and MMCAP Infuse will be in line-item detail, separated from the Product's cost, and will be tied back to an original invoice number.

PAYMENT: As a condition for purchasing under this Contract, orders must only be accepted if made by authorized individuals from MMCAP Infuse Participating Facilities who are eligible purchasers under this contract. MMCAP Infuse Participating Facilities may use their own forms for Orders. The Contract number and the purchase order number must appear on all documents (e.g., invoices, packing slips, etc.), but subject to Contractor's then current system capabilities.

MMCAP Infuse will not be liable for an unpaid invoice of any MMCAP Infuse Member or MMCAP Infuse Participating Facility.

Contractor will accept payment of purchase orders via Electronic Funds Transfer (EFT), credit cards authorized by the ordering MMCAP Infuse Participating Facility and any other traditional means of payment. Payments may also be made via pCard.

COMPLIANCE PURSUANT TO HRS §103D-310(c): Prior to awarding this contract, the SPO verified compliance of the Contractor named in the SPO Price List Contract No. 22-16. No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.

COMPLIANCE PURSUANT TO HRS §103-53. All state and county contracting officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. This section does not apply to contracts of less than \$25,000

PURCHASING CARD (pCard) The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Note: Vendors may impose a transaction fee, not to exceed 4% for pCard transactions.

PURCHASE ORDERS may be Issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, or set minimum order requirements before accepting the pCard.

SPO PL CONTRACT NO. 22-16 & MMCAP INFUSE CONTRACT NO. MMS18016 shall be typed on purchase orders issued against this price list contract.

CONTRACTOR AND PRODUCT EVALUATION: Form SPO-012, Evaluation: Contractor or Product, for the purpose of addressing concerns on this price list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE shall not exceed the following rates if seller elects to pass on the charges to its customers.

COUNTY	COUNTY SURCHARGE TAX RATE	STATE GET	MAX PASS-ON TAX RATE	EXPIRATION DATE OF SURCHARGE TAX RATE
C&C OF HONOLULU	0.50%	4.0%	4.7120%	12/31/2030
HAWAII	0.50%	4.0%	4.7120%	12/31/2030
COUNTY OF MAUI (including Molokai and Lanai)	0.0%	4.0%	4.1666%	No county surcharge
KAUAI	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation’s website at:

<http://tax.hawaii.gov/geninfo/countysurcharge>

PRICE LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *SPO Price List/Contractor List Contracts* on the home page.