



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/01/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Cardinal Health, Inc. dba Cardinal Health 110, LLC (Headquarters: Dublin, OH)

***Project Title/Description:**

Pharmaceuticals for Health Department

***Purpose:**

Award: Supplier Contract No. SC2500000124. This Supplier Contract is for a term of five (5) years in the not-to-exceed contract amount of \$9,500,000.00 (including sales tax). Administering Department: Health.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. RQ2500004840, the Procurement Director approved the use of Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) Contract No. MMS2401062, which was awarded through competitive procedures comparable to those set forth by Pima County Procurement Code.

RQID: 2500004840

Attachment: Member-Requested Participation Addendum (MPA).

***Program Goals/Predicted Outcomes:**

To provide a source for County clinics for the purchase of pharmaceuticals.

***Public Benefit:**

To provide Pima County residents medical treatment and care.

***Metrics Available to Measure Performance:**

Reports identifying delivery time and quantity of pharmaceuticals ordered and used. Periodic cost comparisons.

***Retroactive:**

No.

TO: COB 6/12/2024
7 PAGES
VERSION 0

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: PO Contract Number (i.e., 15-123): SC2500000124
 Commencement Date: 08/01/2025 Termination Date: 07/31/2030 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 9,500,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Health Department Operations

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % 0

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____


***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Procurement Officer: Stephen Romero Digitally signed by Stephen Romero
Date: 2025.06.05 11:51:00 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber
Date: 2025.06.05 11:55:37 -07'00'

Department: Procurement Director: Bruce D Collins Digitally signed by Bruce D Collins
Date: 2025.06.10 16:08:51 -07'00' Telephone: 520-724-3021

Department Director Signature: Theresa Cullen, MD, MS Digitally signed by Theresa Cullen, MD, MS
Date: 2025.06.11 16:11:00 -07'00' Date: 06/11/2025
 Deputy County Administrator Signature:  Date: 6-11-2025
 County Administrator Signature: _____ Date: 6/11/2025

Member-Requested Participation Addendum (MPA)

This Addendum (“MPA”) is entered into by the County of Pima, located in the state of Arizona (“Member” or “County”), Cardinal Health 110, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017 (“Vendor” or “Contractor”) and MMCAP Infuse, an agency of the State of Minnesota (“MMCAP Infuse”), regarding agreement MMS2401062 (“Agreement”) / County of Pima contract number SC2500000124.

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Agreement to address the matters of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Agreement, thus is a signatory to this MPA.

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:

I. **DEFINITIONS.**

- A. Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.
- B. Facilities:** Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA.

II. **EFFECTIVE DATE AND TERM.**

- A. Effective Date:** This MPA is effective on August 1, 2025, or the date all signatures have been obtained, whichever is later.
- B. Termination:** This MPA terminates upon:
 - 1. Ninety (90) calendar days’ written notice to the other parties; or
 - 2. The termination of the Agreement between MMCAP Infuse and the Vendor, or
 - 3. Written agreement executed by all parties.

III. **SCOPE.**

- A. Exhibit A (Agreement and other Applicable Legal Documents):** Which is attached and incorporated herein, identifies the Agreement and all other documents to be incorporated into the contractual relationship between Member and Vendor.
- B. Exhibit B (Language Modification of the Agreement):** Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationship between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit B of this MPA, the terms of Exhibit B will supersede as between Member and Vendor. *Neither MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities) are bound by the terms of Exhibit B.*

IV. **GENERAL PROVISIONS.**

- A. Assignment.** Except as affirmed in this MPA, neither the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.
- B. Counterparts and Electronic Signature:** The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this

MPA by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.

- C. Amendments.** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.
- D. Jurisdiction and Venue.** This MPA, except for the contents of Exhibit B, will be governed by the laws of Minnesota. Venue for all legal proceedings involving MMCAP Infuse arising out of this MPA, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All disputes between Member and Vendor will be governed as agreed upon in the Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf
intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:

COUNTY OF PIMA

Signature: _____

Printed: _____

Title: _____

Date: _____

VENDOR:

Cardinal Health 110, LLC

Signed by:
Signature: Wendy Sease

Printed: Wendy Sease

Title: Sr Director State Government & LTC

Date: 6/4/2025

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:

Janis C. Salgado

Deputy County Attorney

Date: 6/4/2025

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse

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

Signature: _____

Printed: _____

Date: _____

Minnesota Commissioner of Administration

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

Signature: _____

Printed: _____

Date: _____

Exhibit A
Agreement and Other Applicable Legal Documents

1. Agreement MMS2401062 / County of Pima contract number SC2500000124

Exhibit B
Language Modification of the Agreement

The following terms and conditions are entered into between Vendor and the Member and are added to the documents identified on **Exhibit A**. Neither MMCAP Infuse, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities), are bound by the terms within this Exhibit.

For the purposes of this Exhibit B, "Vendor" and "Contractor" are used interchangeably.

Additional Terms:

1. **Authority.** Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchase agreements. Pima County is a member of MMCAP Infuse, an agency of the State of Minnesota authorized by the joint power laws of Minnesota, Member's ID number 03002001.
 - 1.1. MMCAP Infuse entered into a Agreement No. MMS2401062 for specified goods and services with Cardinal Health, a pharmaceutical supply company ("Contractor"), which is currently in effect. A copy of the Agreement, current as of this MPA's effective date, is attached to this MPA as Exhibit A- MMCAP Infuse Agreement MMS2401062
 - 1.2. Under the Agreement, another governmental entity with which MMCAP Infuse has a joint powers agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the Agreement.
2. **Not-To-Exceed Amount.** Purchases under this MPA by the Member may not exceed the shared \$9,500,000.00 annually (the "NTE Amount").
3. **Cancellation for Conflict of Interest.** This MPA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this MPA by reference.
4. **Compliance and Laws.** Regarding disputes between Contractor and Member, the laws and regulations of the State of Arizona govern the rights and obligations under this MPA. Action between the Contractor and Member relating to this MPA must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
5. **Non-Discrimination.** Contractors will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this MPA, including flow-down of all provisions and requirements to any subcontractors. During the performance of this MPA, Contractor will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
6. **Non-Appropriation of Funds.** Notwithstanding any other provision in this MPA, County may terminate this MPA if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this MPA. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
7. **Public Information.** Pursuant to A.R.S. § 39-121 et.seq. all documents submitted to County by Contractor, including but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL". In the event a public-records request

is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of this request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

8. Legal Arizona Workers Act Compliance

- 8.1. **Compliance with Immigration Laws.** Contractor hereby warrants that it will at all times during the term of this MPA comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "Arizona and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this MPA likewise complies with the Arizona and Federal Immigration Laws.
- 8.2. **Books & Records.** County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the Arizona and Federal Immigration Laws.
- 8.3. **Remedies for Breach of Warranty.** Any breach of Contractor's or any subcontractor's warranty of compliance with the Arizona and Federal Immigration Laws, or of any other provision of this section, is a material breach of this MPA subjecting Contractor to penalties up to and including suspension or termination of this MPA. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of the Contractor.
- 8.4. **Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontractor substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of the contract." Contractor hereby warrants that it will at all times during the term of this MPA comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "Arizona and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the Arizona and Federal Immigration Laws.

9. **Isreal Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this MPA has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in and agrees for the duration of this MPA to not engage in, a boycott of goods or services from Isreal. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 10. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has ten (10) or more employees, Contractor certifies it is not currently using, and agrees for the duration of this MPA to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the MPA that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify County within five (5) business days and provide written certification to County regarding compliance within one hundred eighty days.
- 11. Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this MPA, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illness and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs work for Contractor under this MPA complies with this provision.
- 12. Invoice Submittal.** Invoices are to be sent to:
AP_Invoices@pima.gov
Subject Line: PO# for SC2500000124
- 13. Notices.** Notices regarding this MPA should be addressed to:
Bruce D. Collins, Procurement Director
Pima County Procurement, 150 W. Congress, 5th Floor
Tucson, AZ 85701
520-724-3722, Bruce.Collins@pima.gov