

Member-Requested Participation Addendum (MPA)

This Addendum (“**MPA**”) is entered into by State of Oklahoma (“**Member**”) and Henry Schein, Inc., with a principle address of 135 Duryea Rd., Melville, NY 11747 (“**Vendor**”) and incorporates the MMCAP Infuse, an agency of the State of Minnesota, (“**MMCAP Infuse**”) regarding MMS2401077 (“**Agreement**”).

WHEREAS, MMCAP Infuse and Vendor executed the Vendor Contract and is effective July 1, 2025.

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 nor the relationship between any other member of MMCAP Infuse and the 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, as identified on Exhibit B.

II. **EFFECTIVE DATE AND TERM**

- A. **Effective Date**: This MPA is effective on July 1, 2025, or the date all signatures have been obtained, whichever is later.
- B. **Termination**: This MPA terminates upon:
 - 1. Thirty (30) 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**: 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**: Which is attached and incorporated herein, identifies the approved Facilities Member has approved to access the Agreement and MPA.
- C. **Exhibit C**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit C of this MPA, the terms of Exhibit C will supersede as between Member and Vendor. *MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities)] are bound by the terms of Exhibit C.*

IV. GENERAL PROVISIONS

- A. **Assignment:** Except as affirmed in this MPA, the Member nor Vendor will not 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

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:

STATE of Oklahoma

Signature:  Amanda Otis (Aug 20, 2025 15:35:17 CDT)

By: Amanda Otis

Title: State Purchasing Director

Date: Aug 20, 2025

HENRY SCHEIN, INC

DocuSigned by:
Signature:  Andy Goldy
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By: Andy Goldy


Title: VP, One Government

Date: 8/8/2025

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP INFUSE

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

DocuSigned by:
Signature:  Printed: Jared Huizenga Date: 8/13/2025
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Minnesota Commissioner of Administration

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

DocuSigned by:
Signature:  Printed: Christina Fox Date: 8/13/2025
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EXHIBIT A
Agreement and other Applicable Legal Documents

1. Agreement MMS2401077

EXHIBIT B

Approved Facilities

Available to any agency of the State of Oklahoma approved by MMCAP Infuse; any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the political subdivision; and entities authorized to utilize contracts awarded, adopted, or otherwise entered into by the State of Oklahoma via a multistate or multi-governmental contract.

EXHIBIT C**Language Modification of the Agreement**

The following terms and conditions are entered into between Vendor and the Member and incorporate 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.

Additional Terms:**1. Exemption from Sales and Use Tax**

Per Oklahoma Statutes, 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, purchases under this MPA are exempt from the assessment of Oklahoma sales, use, and excise taxes. Facilities located in Oklahoma will provide Vendor with a tax exemption certificate. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by the Oklahoma Facility.

2. Payment

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Vendor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Vendor shall not constitute default hereunder nor entitle Vendor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

3. Sovereign Immunity

Notwithstanding any other term or provision in this MPA, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on sovereign immunity that otherwise would be available to the State of Oklahoma under applicable law.

Any clause that conflicts with laws of the State of Oklahoma, including but not limited to the opinions of the Oklahoma Attorney General, or infringe upon the authority of the Oklahoma Attorney General shall be inapplicable to the State of Oklahoma.

4. Compliance with Applicable Oklahoma Laws

For all services provided to the State of Oklahoma under this MPA by Vendor to Facilities in the State of Oklahoma, Vendor shall comply with all applicable federal, State of Oklahoma, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- 4.1 Be registered as a business entity licensed to do business in the State of Oklahoma, have obtained a sales tax permit, and be current on franchise tax payments to the State of Oklahoma, as applicable.
- 4.2 As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State of Oklahoma.

5. Oklahoma Fees and Contract Usage Report

- A. Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions

under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier.

- B.** While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.
- C.** All Contract Usage Reports shall meet the following criteria:
- i. Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
 - ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
 - iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
 - iv. Contract quarterly reporting periods shall be as follows:
 - a. January 01 through March 31, due May 15th;
 - b. April 01 through June 30, due August 15th;
 - c. July 01 through September 30, due November 15th; and
 - d. October 01 through December 31, due February 15th.
 - e. Reports must include the following information:
 - f. Procuring entity;
 - g. Order date;
 - h. Purchase Order number or note that the transaction was paid by Purchase Card;
 - i. City in which products or services were received or specific office or subdivision title;
 - j. Product manufacturer or type of service;
 - k. Manufacturer item number, if applicable;
 - l. Product description;
 - m. General product category, if applicable;
 - n. Quantity;
 - o. Unit list price or MSRP, as applicable;
 - p. Unit price charged to the purchasing entity; and
 - q. Other Contract usage information requested by the State.
- D.** Payment of the contract management fee shall be delivered to the address below, or by setting up ACH. Payments must be received within forty-five (45) calendar days after the end of each quarterly reporting period.

Office of Management and Enterprise Services
P.O. Box 278984
Oklahoma City, Oklahoma 73124-8984

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

6. Costs

- A. Pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Vendor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Vendor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

7. Termination for Funding Insufficiency

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State or a Purchasing Entity may terminate the MPA if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source. In the event of such insufficiency, Participating State or the Purchasing Entity shall provide ten (10) calendar days' written notice of intent to terminate. Any partial termination of the MPA under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the MPA that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Vendor.

Upon receipt of notice of a termination, Vendor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a Purchase Order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Agreement or for any damages or other amounts caused by or associated with such termination. Any amount paid to Vendor in the form of prepaid fees that are unused when the Vendor certain obligations are terminated shall be refunded.

In the event of termination of an order as provided in the foregoing, Participating State or Purchasing Entity shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

8. Notice

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

If sent to the State of Oklahoma:

State Purchasing Director
2401 N. Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

With a copy to:

OMES Legal

2401 N. Lincoln Blvd., Third Floor
Oklahoma City, Oklahoma 73105

9. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the MPA shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, statutes of limitations.

10. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the MPA, shall be in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the Agreement, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

11. Audits and Records Clause

Pursuant to 74 O.S., §85.41, if professional services are provided hereunder, all items of the Vendor that relate to the professional services are subject to examination by the Purchasing Entity, State Auditor and Inspector and the State Purchasing Director.

12. Open Records Act

Contractor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Contractor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Agreement specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Agreement provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 or 74 O.S., § 85.5(J)(9) in connection with a bid or similar offer that is requested to be held confidential by a Contractor. Notwithstanding the foregoing, Contractor Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Agreement; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Agreement and without other obligations of confidentiality; (iii) is independently developed without the use of any of Contractor Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Contractor Confidential Information, provided that the Participating Entity provides reasonable written notice, pursuant to Contract notice provisions, to the Contractor so that the Contractor may promptly seek a protective order or other appropriate remedy.

13. Indemnification

A. State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private Vendor pursuant to Oklahoma Constitution Article 10, Section 23 and Attorney General Opinion 2006-11. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution Article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

B. Coordination of Defense

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE VENDOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, VENDOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR VENDOR, VENDOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, VENDOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT VENDOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEM

