



### THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN ELECTRX AND HEALTH SOLUTIONS, LLC AND THE CITY OF OCALA

THIS THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN ELECTRX AND HEALTH SOLUTIONS, LLC AND THE CITY OF OCALA ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ELECTRX AND HEALTH SOLUTIONS, LLC**, a foreign limited liability company duly organized in Michigan and authorized to do business in the State of Florida (EIN# 27-0988331) ("ElectRX").

**WHEREAS**, on November 21, 2016, City and ElectRX entered into an Memorandum of Understanding to establish the terms and conditions under which City of Ocala employees, their eligible dependents, and various other groups could participate in a voluntary program to acquire certain pharmaceutical products for personal consumption from mail order pharmacies at the lowest net cost, City of Ocala Contract Number: RSK/16-012 for a term of two (2) years, from January 1, 2017 through December 31, 2019 (the "Original Agreement"); and

**WHEREAS**, on or about June 6, 2017, City and ElectRX entered into Amendment 1 – Amendment adding Specialty Drug Products to the Original Agreement ("First Amendment") to establish the terms and conditions under which City of Ocala employee, their eligible dependents, and various other groups could participate in an expanded voluntary Specialty Drug Program for the remainder of the term of the Original Agreement; and

**WHEREAS**, on March 17, 2020, City and ElectRX entered into a Second Amendment to Memorandum of Understanding Between ElectRX and Health Solutions, LLC and the City of Ocala ("Second Amendment") to extend the Original Agreement, as amended, for an additional two-year renewal period from January 1, 2020 to December 31, 2022, and to further amend the Original Agreement to allow for additional renewal periods as the parties agree; and

**WHEREAS**, City and ElectRX now desire to extend the Original Agreement, as amended, for an additional two-year period.

**NOW THEREFORE**, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and ElectRX agree as follows:

1. **RECITALS.** City and ElectRX hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and ElectRX, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional two-year term beginning **JANUARY 1, 2023** and terminating **DECEMBER 31, 2024**. This Agreement may be terminated, for any reason or cause by either party, upon **THIRTY (30)** days written notice, which notice shall be delivered by certified mail to the addresses listed below. This Agreement may be renewed for subsequent **TWO-YEAR (2-YEAR)** terms upon the mutual written consent of the parties.
4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage



**CONTRACT# RSK/16-012**

prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to ElectRX: ElectRX and Health Solutions, LLC  
32232 Crossbow  
Beverly Hills, Michigan 48025

Copy to: Christopher R. Martella, Esq.  
Kemp Klein Law Firm  
201 W. Big Beaver, Suite 600  
Troy, Michigan 48084

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to: William E. Sexton, Esq. City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** ElectRX, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]**



**CONTRACT# RSK/16-012**

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment on  
8/29/2023

**ATTEST:**

DocuSigned by:

*Angel B. Jacobs*

F62769461C4E4E5...

Angel B. Jacobs

City Clerk

**CITY OF OCALA**

DocuSigned by:

*James P. Hilty, Sr.*

6FD4FC329B6F4DF...

James P. Hilty, Sr.

City Council President

**Approved as to form and legality:**

DocuSigned by:

*William E. Sexton*

B07DCFC4E86E429...

William E. Sexton, Esq.

City Attorney

**ELECTRX AND HEALTH SOLUTIONS, LLC**

DocuSigned by:

*Dave Ewonce*

22C83343EC8B43C...

By: Dave Ewonce

(Printed Name)

Title: Authorized Member

(Title of authorized signatory)

**Certificate Of Completion**

Envelope Id: 612DA56E7758485EA7C65C55DBFCA2ED

Status: Completed

Subject: Third Amendment - Renewal - ElectRX and Health Solutions, LLC (RSK/16-012)

Source Envelope: CD4DA83310EA4991B4FA849FFA3C183E

Document Pages: 3

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Envelope Originator:

Brittany Craven

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

biverson@ocalafl.org

IP Address: 216.255.240.104

**Record Tracking**

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8/29/2023 10:48:47 AM

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biverson@ocalafl.org

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**Signer Events**

Dave Ewonce

dewonce@electrx.com

Authorized Member

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:

  
22C83343EC8B43C...

Signature Adoption: Pre-selected Style

Using IP Address: 24.3.164.163

**Timestamp**

Sent: 8/29/2023 10:50:18 AM

Viewed: 8/29/2023 11:15:38 AM

Signed: 8/29/2023 11:16:21 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/29/2023 11:15:38 AM

ID: d5362ba8-fb08-4a54-9525-c2bebae4ce8c

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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8/29/2023 10:50:18 AM

Certified Delivered

Security Checked

8/29/2023 11:15:38 AM

Signing Complete

Security Checked

8/29/2023 11:16:21 AM

Completed

Security Checked

8/29/2023 11:16:21 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Ocala - Procurement & Contracting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Ocala - Procurement & Contracting**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Ocala - Procurement & Contracting**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.