



# Contract Award Notification Update

## Subject: Contract Extension

DATE: October 28, 2016 AWARD #: [PGB-22881](#) GROUP #: 10200

AWARD DESCRIPTION: Pharmaceutical Prime Vendor Contract Cardinal Health (Statewide)

CONTRACT PERIOD: April 27, 2015 – October 31, 2017

CONTACT: Julie Carlson | 518-474-8077 | Julie.carlson@ogs.ny.gov

CONTRACT NO.: PC66755 CONTRACTOR: Cardinal Health 110, LLC

The centralized contract with Cardinal Health 110, LLC has been extended until October 31, 2017.

Please note that Amendment No. 18 to MMCAP Contract No. MMS15001 also includes the following revisions to the Master Agreement:

**Revision 1:** Article 1.2 Expiration Date of the Original Contract is replaced in its entirety with the following:

### 1. Term of Contract and Exhibits

**1.2 Expiration date:** October 31, 2017 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Contract may be extended for up to an additional two (2) years, at increments determined by MMCAP, on written acceptance by both parties, for a total term not to exceed five (5) years from the Contract effective date.

**Revision 2:** Article 7, Authorized Representative, second paragraph, of the Original Contract is replaced in its entirety with the following:

The WHOLESALER's Authorized Representative is Wendy Sease, Director, National Accounts at the following business address and telephone number: 7000 Cardinal Place, Dublin, OH 43017, 651-247- 0695 Wendy.Sease@cardinalhealth.com, or his/her successor or designee. If the WHOLESALER's Authorized Representative changes at any time during this Contract, the WHOLESALER must immediately notify MMCAP.

**Revision 3:** Article 8. Notices, of the Original Contract is replaced in its entirety with the following:

### 8. Notices

If one party is required to provide legal notice or notice under the terms of the Contract to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by certified United States mail, or by email or facsimile transmission provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices should be addressed as follows:

MMCAP Wholesaler Coordinator Minnesota Multistate Contracting Alliance for Pharmacy 112 Administration Building 50 Sherburne Avenue St. Paul, MN 55155 Fax: 651-201-3053	VP, National Accounts With a copy to: General Counsel Cardinal Health 110, LLC Cardinal Health 112, LLC Cardinal Health 107, LLC 7000 Cardinal Place Dublin, OH 4301
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**Revision 4:** Attachment A, 4.3 Customer Service, A. Customer Service to MMCAP subsection 1, is replaced in its entirety with the following:

1. The Wholesaler's designated Primary Account Representatives for MMCAP will be Wendy Sease, Director State Government, wendy.sease@cardinalhealth.com, 651-247-0695 and Clay Miller, Manager State Government, clay.miller@cardinalhealth.com, 614-757-6763.

**Revision 5:** Attachment A, 4.3 Customer Service, A. Customer Service to MMCAP subsection 2 e., is replaced in its entirety with the following:

e. Data/reporting issues and Shareback fee process:

Amanda Whitehill, Senior Analyst, amanda.whitehill@cardinalhealth.com, 614-652-1457.

**Revision 6:** Attachment A, 4.3 Customer Service, A. Customer Service to MMCAP subsection 2, j. Compliance, is added:

j. Compliance:

Alex Fox, Compliance Manager, alex.fox@cardinalhealth.com 614-757-9449

**Revision 7:** Attachment A, 4.4 Contract Transition and Implementation, the second paragraph following **Week 6**, on page 11, is replaced in its entirety with the following:

Wholesaler requires the following documents be completed and submitted to Wholesaler prior to opening a new account:

1. Confirmation of MMCAP Membership (i.e. MMCAP ID, etc.)
2. Letter of Authorization
3. Contract Pricing Declaration Form, found at: <http://www.cardinalhealth.com/pricingdeclaration>
4. State Pharmacy License
5. DEA Certificate, if required for the Products ordered
6. State Controlled Substance License (if applicable)
7. Sales Tax Exempt Certificate
8. Signed Prescription Drug Marketing Act (PDMA) form
9. A contact name will be requested to address any potential Accounts Receivable/Payable issues (credit applications are not required, however, the owner and party responsible for payment will be required)
10. Compliance Representations and Warranties
11. 340B Backorder Setting Customer Acknowledgement (if applicable)
12. Approval to Access Prison Restricted Products (if applicable)

**Revision 8:** Attachment A, 4.5 Inventory Management, C. MMCAP Contract Products, subsection 10., is replaced in its entirety with the following:

10. Wholesaler's designated contact for all usage, inventory, and special order questions for MMCAP is Elizabeth Smith, elizabeth.smith@cardinalhealth.com, 614-553-3313. MMCAP Participating Facilities can contact their account representatives or customer service.

**Revision 9:** Attachment A, 4.5 Inventory Management, G. Service Levels, subsection 5., is replaced in its entirety with the following:

5. If the monthly Adjusted Fill Rate for pharmaceutical Products (calculated as set forth above) for a MMCAP Participating Facility account falls below 98.5%, upon request, Wholesaler will provide the affected MMCAP Participating Facility an action plan for improvement and will work in good faith to resolve the Adjusted Fill Rate issue.

**Revision 10:** Attachment A, 4.7 Ordering Equipment, A. Ordering System, subsection 2., is replaced in its entirety with the following:

2. Wholesaler will offer its ordering system(s) to MMCAP Participating Facilities. Wholesaler currently supports the following ordering methods: Internet, EDI, phone orders via interactive voice response, direct call to customer service, handheld device ordering, and fax orders. All ordering methods described below require minimal setup and implementation work with the exception of EDI.
  - a. **Order Express** – is a web-based order entry and inventory management system that will provide MMCAP Participating Facilities with real-time access to up-to-date product information including product availability, immediate order confirmations, 36 months of purchase history for reporting, and other reporting capabilities.
  - b. **EDI Capabilities** - the process for Electronic Purchase Orders begins with the receipt from a customer of an EDI PO (850), followed by the delivery to the customer of an Order Confirmation (855), an Advanced Shipment Notice (ASN) (856) is created once the order is picked, then an Electronic Invoice (810), which is followed by a Electronic Funds Transfer Remittance Advice (820) from the customer. The Wholesaler is required to support all 810, 894 and 880 EDI protocol documents for electronic invoicing as well as 820 notices for electronic remittances. If an MMCAP Participating Facility chooses to implement an EDI solution, Wholesaler will have a dedicated staff who will work with the customer and the third party vendor to develop the appropriate interface to begin trading files.
  - c. **TeleServe** - allows MMCAP Participating Facilities access to Wholesaler's Stock Support Line (866-958-2200) 24 hours a day, 7 (seven) days a week to order Product and check stock status. TeleServe is tied into Wholesaler's pharmaceutical distribution system so users receive instant confirmation that Product is available and will be shipped with the next delivery. The system features interactive voice response.
  - d. **Mobile Order Express with MC40** - allow a user to build and place an order, perform physical inventory and receive their shipment of orders all on the device with no need to cradle or sync to a computer. The Mobile website seamlessly integrates with the desktop experience on Order Express giving the user easy access to the best of both features. With instant synchronization of data between the desktop and mobile experience, any user can review and modify actions throughout the ordering process. The MC40 scans directly in the Mobile Order Express website obtaining the most recent catalog and pricing which provides the pharmacy with accurate stock and pricing information.

The MC1000 builds an order and take inventory offline. The MC1000 syncs with Order Express to allow easy access to ordering and inventory files. The MC1000 carries a full product catalog of available products and displays product details remotely on the device.

- e. **Order Express Application** - A free app that can be utilized on any Android or iOS Smartphone or tablet. The app turns the device into a scanner allowing the user to build daily orders or perform periodic inventories. Email order or inventory files right to the computer without the need to sync data and then import into Order Express.

**Revision 11:** Attachment A, 4.7 Ordering Equipment, B. Hardware, Software, and Devices, is replaced in its entirety with the following:

**B. Hardware, Software, and Devices**

1. Wholesaler agrees that all fees charged for software and/or ordering devices will be listed in Attachment B, Discounts and Fees.
2. MMCAP Participating Facilities that have existing hardware provided by Wholesaler previously will have it remain until it no longer functions or is not needed by the facility. Wholesaler's handheld devices require the installation of Microsoft's Active Sync 4.5 which is currently provided by Microsoft as freeware.
3. Wholesaler's CSOS requires the installation of Axway's Cyclone Activator which is provided by Wholesaler at no charge. Wholesaler is working to have CSOS technology available to MMCAP Participating Facilities that does not require the use of Java.

**Revision 12:** Attachment A, 4.7 Ordering Equipment, D. Inventory at an MMCAP Participating Facility, is replaced in its entirety with the following:

**D. Inventory at an MMCAP Participating Facility**

Wholesaler will provide, at no cost to the MMCAP Participating Facility, training, software, and reports to perform an onsite inventory. Hiring a physical inventory company is not included in these services. Requests for inventory support need to be made directly with the MMCAP Participating Facility's account representative or customer service. Wholesaler recommends at least fourteen (14) day lead time to reserve extra handheld devices for use in performing inventory; Wholesaler will take reservations for handheld devices up to 60 calendar days prior to the inventory date. Fees associated with extra handheld devices are identified in Attachment B, Discounts and Fees. MMCAP Participating Facilities may also request a set of shelf labels to be printed using the facilities' purchase history. The labels can be printed in Brand or Generic name order for ease of use. Training on the inventory procedure may be on-site or online.

**Revision 13:** Attachment A, 4.8 Order Placement, A. Wholesaler's Ordering System(s), subsection 2., is replaced in its entirety with the following:

2. Wholesaler's ordering system(s) cannot display the following information:
  - Universal Product Number (UPN), - not currently on development plans for an addition to ordering systems(s) data fields
  - HIN number (where applicable) – will be made available Summer 2016

**Revision 14:** Attachment A, 4.9 Delivery, E. Emergency Order, Placement and Delivery, is replaced in its entirety with the following:

**E. Emergency Order, Placement and Delivery**

Wholesaler's procedure for placement of emergency orders during non-business hours will be made available to each MMCAP Participating Facility upon startup of service. Each MMCAP Participating Facility will be provided twelve (12) emergency orders per calendar year free of charge. Any additional emergency orders beyond the twelve per year that are free will be assessed a fee as detailed in Attachment B, Discounts and Fees. An emergency order is defined as one necessary for immediate and specific patient care which falls outside the normal order and delivery parameters. Using air and ground options, Wholesaler will exhaust all resources in delivering emergency Product in the most timely and efficient methods. Air services may be used at the discretion of the Wholesaler based on the severity of the emergency situation. Wholesaler will make a good faith effort to make emergency deliveries within four (4) hours following receipt of the order. OTC Products are not considered necessary for immediate and specific patient care and therefore do not qualify for free emergency orders. Service fee discounts will be applied to emergency orders as set forth in Attachment B, Discounts and Fees.

**Revision 15:** Attachment A, 4.10 Pedigree, paragraph 5 in this section is replaced in its entirety with the following:

As part of the quarterly executive business review with MMCAP, the Wholesaler will be required to provide updates on the Drug Quality and Security Act, Title II transition and how the Wholesaler is integrating compliance aspects into its work deliverables to MMCAP Participating Facilities and MMCAP. In addition, the Wholesaler is required to provide prompt written notification should the FDA deem the Wholesaler to no longer have the status of an Authorized Trading Partner, for any of its legal entities or a specific distribution center.

**Revision 16:** Attachment A, 4.11 Contract Compliance, A. On-Contract Purchasing is replaced in its entirety with the following:

**A. On-Contract Purchasing**

Wholesaler agrees to encourage MMCAP Participating Facilities to purchase MMCAP Contract Products. Wholesaler must not condone or encourage in any way the purchase substitution of an MMCAP Contract Product with that of a Non-Contract Product. However, if the purchase substitution is to a product within the product portfolio(s) available to MMCAP Participating Facilities under the Wholesaler's Generic Drug

Program (4.16 Other Value –Added Services, A. Wholesaler’s Generic Drug Program), this is an allowable purchase substitution practice. To ensure overall MMCAP Participating Facility contract compliance, Wholesaler may be asked to provide, at no cost to the MMCAP State Contacts in each state served by the Wholesaler, a monthly report containing the following fields:

1. MMCAP Participating Facility name
2. Wholesaler account number
3. Contract volume (in dollars) by facility
4. Not-on-contract volume (in dollars) by facility
5. Total volume (in dollars) amounts by facility
6. Number of line items shipped to the facility

**Revision 17:** Attachment A, 4.11 Contract Compliance, C. Reporting Tools, Subsection 4., is replaced in its entirety with the following:

4. Upon request, Wholesaler will set up a user login on Wholesaler’s online ordering system(s) for each MMCAP Member State and MMCAP with all MMCAP Participating Facility accounts for the purpose of reporting at no cost.

**Revision 18:** Attachment A, 4.12 Invoicing, C. Credit and Rebills, Subsection 12., is deleted.

12. Wholesaler agrees that rebills will reflect the net difference owed or due after any original credited amount has been applied.

**Revision 19:** Attachment A, 4.18 Shareback Credits, last paragraph in this section, is replaced in its entirety with the following:

Should MMCAP change its process for the Shareback Credit to a more frequent interval (semi-annual, quarterly), any time during the term of this Contract, the Wholesaler will continue to manage this process as a service inclusion, with no additional cost or fee withhold to MMCAP or MMCAP Participating Facilities. In providing documentation to the MMCAP Participating Facilities, MMCAP requires that the description on the credit invoice reflect “MMCAP Shareback”. A description that refers to the Shareback credit as a “rebate” is not acceptable.

**Revision 20:** References in the Contract, specific to “cardinal.com” and “entelligence” are to be noted as no longer available through this Contract.

**Revision 21:** Attachment B, Other Fees, 4. Inventory Support, is replaced in its entirety with the following:

4. Inventory Support

Inventory Support	Fees
Restocking Fee	Returns subject to specific requirements outlined within Attachment D (Wholesaler’s Returned Goods Policy).
Shelf Labels	No Charge
On-site support of physical inventory	No Charge
Handheld devices	Price per Device <ul style="list-style-type: none"> <li>• MC 1000 – Long Term Lease, minimum 3 month requirement, \$25/month or \$250 per year</li> <li>• Physical Inventory               <ul style="list-style-type: none"> <li>• Single Unit, 1 docking station \$50</li> <li>• Small Bundle, 4 handhelds, 1 docking station \$150</li> <li>• Large Bundle, 6 handhelds, 2 docking stations \$250</li> </ul> </li> <li>• MC 40 – Long Term Lease \$100/month</li> </ul>

**Revision 22:** Attachment C, Table3: Service Fee Discount Exceptions, is replaced with the following:

Drug Class	Service Fee Discount
Direct Acting Antivirals for Hepatitis-C (including, but not limited to: Sovaldi®, Harvoni®, Olysio®, Viekira Pak™, Technivie™, Daklinza™, Zepatier™)	-2.60%

**Revision 23: Effective as of November 1, 2016,** Attachment B, Other Fees, 1. Deliveries, subsection g., is added.

g. MMCAP Members are responsible for notifying the Wholesaler of any expected facility closures (holiday, inventory, etc.). In the event Wholesaler attempts to make a delivery of an order for an MMCAP Member that has failed to notify the Wholesaler of an expected facility closure, and the delivery attempt results in a non-delivery, requiring the order to be returned to the distribution center, the Wholesaler will be allowed to assess the MMCAP Member a \$60 fee for a failure to notify. This fee will not be assessed if the delivery attempt failure is due to an unexpected facility closure.

**Except as amended, the terms and conditions of the Original Contract and any previous amendments remain in full force and effect.**

To view the Master Agreement in its entirety including all Amendments thereof, please login to the MMCAP website: <http://www.mmd.admin.state.mn.us/mmcap/>

More information about this award can be found at the following link:  
<http://www.ogs.ny.gov/purchase/spg/awards/1020022881CAN.HTM>





# Contract Award Notification Update

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## Subject: Letter of Participation

**DATE:** November 23, 2015      **AWARD #:** [PGB-22881](#)      **GROUP #:** 10200

**AWARD DESCRIPTION:** Pharmaceutical Prime Vendor Contract Cardinal Health 411, Inc. (Statewide)

**CONTRACT PERIOD:** April 27, 2015 to October 31, 2016

**CONTACT:** Julie Carlson | 518-474-8077 | [julie.carlson@ogs.ny.gov](mailto:julie.carlson@ogs.ny.gov)

**CONTRACT NO.:** PC66755      **CONTRACTOR:** Cardinal Health 411, Inc.

New York State is a member of the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP). This group purchasing organization was formed to pool member states' purchasing volume in order to derive more attractive pricing for pharmaceutical products and services. Prices for products purchased through the OGS Pharmaceutical Prime Vendor Contract with Cardinal Health 411, Inc. are set by contracts established by MMCAP with manufacturers and distributors.

MMCAP has contracts with Abbott Nutrition for medical nutritional products. These contracts require authorized users to sign a Letter of Participation (LOP) in order to receive the discounted contract pricing. The LOP offers different pricing depending upon the level of commitment selected by the user. If a user agrees to purchase eighty percent (80%) of its nutritional product needs from Abbott Nutrition, they may choose "Committed Pricing" on the LOP which offers the best discount on the contract. If a user does not wish to commit to purchasing 80% of its nutritional product needs from Abbott Nutrition, they can choose the "Non-Committed Pricing" which still offers substantial savings. If a user chooses not to sign the LOP, Abbott Nutrition offers no discount.

In the past, Abbott Nutrition automatically loaded the Non-Committed Pricing for MMCAP's entire roster of authorized users, even those who did not sign a LOP to select such pricing. Over time, as new contracts were signed, those authorized users were grandfathered into the list of users eligible for the Non-Committed Pricing. However, with the pricing upload of the latest contract, authorized users have reported that they are no longer receiving the Non-Committed Pricing without completing the LOP requirement which Abbott Nutrition is now enforcing.

Authorized users are advised to follow their own agencies' policies and procedures, be aware of price changes, and take appropriate action as necessary. Also note that MMCAP has contracts with other vendors with similar additional requirements of users signing commitment letters. The MMCAP webpage includes a Contracts tab with a list of all MMCAP manufacturer and distributor contracts and links to associated attachments including LOP agreements. Click here to login: <http://www.mmd.admin.state.mn.us/mmcap/Account/Login.aspx>.

Products available in these contracts may also be available from other New York State contracts. Authorized users will be advised to select the most cost effective procurement method that meets their program requirements and to maintain a procurement record documenting the basis for this selection.



# Contract Award Notification Update

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## Subject: Alert from Cardinal Health

**DATE:** November 06, 2015

**AWARD #:** [PGB-22881](#)

**GROUP #:** 10200

**AWARD DESCRIPTION:** Pharmaceutical Prime Vendor Contract Cardinal Health 411, Inc. (Statewide)

**CONTRACT PERIOD:** April 27, 2015 to October 31, 2016

**CONTACT:** Julie Carlson | 518-474-8077 | [julie.carlson@ogs.ny.gov](mailto:julie.carlson@ogs.ny.gov)

**CONTRACT NO.:** PC66755

**CONTRACTOR:** Cardinal Health 411, Inc.

Cardinal Health reports that individuals have presented themselves as a Cardinal Health employee by contacting customers and requesting their Cardinal Health account information. Additionally, Cardinal has seen unusual orders placed in the names of the contacted customers following the initial contact.

OGS reminds New York State users that Cardinal will not contact you to ask for an account number under any situation. Cardinal requests that users report suspicious activity to the Cardinal Health Security Operations and Intelligence Center (SOIC) at 888.880.7642.

Cardinal asked OGS to remind users that Cardinal Health return policies are defined in the Master Contract, Attachment D: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/1020022881TC.pdf>. All returns to Cardinal Health must include a Material Return Authorization (MRA) form attached to the tote and returns will be picked up by their daily courier driver. No other employee of Cardinal Health will contact users about picking up a return.

OGS Procurement Services asks that users notify the contact person for this Award when you make Cardinal aware of any suspicious activity.