

MMCAP HANDBOOK FOR STATE CONTACTS

The mission of the Minnesota Multistate Contracting Alliance for Pharmacy is to provide value via reduced costs and improved services to its participating states and facilities through voluntary cooperative purchasing of pharmaceuticals and allied products and services.

www.mmcap.org

OUTLINE

Preface	1
MMCAP Overview	1
MMCAP Staff	2
Definitions and Acronyms	7
Contracts	9
State Contact	9
Pharmacy Contact	9
Audit	9
Communication Policy	10
Eligibility	11
Own Use	11
Agreement of Understanding	13
Forms Examples	18
1. Vendor Performance (available from MMCAP Office) or at web page: www.admin.mmd.state.mn.us In the Vendor section.	
2. Member Registration is available in either Microsoft Word or Word Perfect	
3. Manufacturer requirements	
4. Add New members	
5. FAX for Sublicensing	
6. New Member notification	
7. Warner Lambert (their own use requirements forms must be requested).	

PREFACE

This manual is a general guide for new and existing state procurement contacts for the purpose of maintaining consistency in procedures related to the administration of the Minnesota MultiState Contracting Alliance for Pharmacy (MMCAP) program. It attempts to answer many of the questions pertaining to MMCAP within the individual states and requirements MMCAP has as they relate to distributors and manufacturers. The manual also contains definitions and elaborations of various terms used regularly in communications to our members.

MMCAP OVERVIEW

MMCAP is a voluntary group purchasing organization which contracts for pharmaceuticals and related products. Established in 1985 with Minnesota state agencies, the University of Minnesota, Ramsey County and Hennepin County. MMCAP is currently made up of 41 participating states and approximately 1800 participating facilities MMCAP represent more than 3,000 eligible facilities. Participation in MMCAP is limited to facilities with statutory authority to purchase commodities from member states contracts; including but not limited to agencies and political subdivisions, such as, correctional facilities, regional psychiatric treatment facilities, student health services, public health services, veterans nursing homes, public hospitals, and community health clinic pharmacies. These facilities represent patients and residents that are vulnerable, at risk individuals who receive direct care or support from MMCAP facilities.

Membership begins with an Agreement of Understanding between each participating state and Minnesota. An annual awards meeting comprised of two representatives for each participating state takes place at the end of February. The annual business meeting also takes place at that time. Bi-Monthly Advisory Panel meetings help assist program direction.

Contracts with manufacturers are effective May 1 through April 30. Request For Proposals are sent by e-mail to manufacturers in early January and opened in early February. Contracts are awarded at the annual meeting with award notification to manufacturers beginning Mid-March. Agencies access the contracted products at contracted prices through the MMCAP network of two Prime Vendor Wholesalers. MMCAP supplies each member (at no cost) with GroupNet Electronic catalog software and web site contract item listing Online news. Both the catalog and Web site are updated as changes are made to the contract.

An administration fee collected from the contracted pharmaceutical manufacturers finances the MMCAP program. Excess fees are returned to the membership via drug credit through the Prime Vendor's wholesaler.

CURRENT MMCAP PARTICIPATING STATES

Alabama	Alaska	Arkansas	Arizona	Colorado
City of Chicago		Delaware	Georgia	Hawaii
Idaho		Indiana	Kansas	Kentucky
Louisiana		Maine	Maryland	Michigan
Minnesota		Mississippi	Missouri	Montana
Nebraska		Nevada	New Hampshire	New Mexico
New York		North Carolina	North Dakota	Oklahoma
Oregon		Pennsylvania	Rhode Island	South Carolina
South Dakota		Tennessee	Utah	Virginia
Vermont		Washington	Wisconsin	Wyoming

MMCAP STAFF

Paul Stembler, Assistant Director, State of Minnesota, Materials Management, MMCAP Manager. Manages the MMCAP program and supervises MMCAP Staff. Relays information via NASPO and WSCA

Richard J. Doering, R.Ph, Pharm.D., AMS Sr., MMCAP Pharmacist, State Contact for Minnesota. Contract Administrator, vendor and product management and primary contact pertaining to drug changes.

Meeting host

Dick.doering@state.mn.us, Phone 651.297.5619

Barbara Bell, AMS Contract Administrator Pharmaceuticals, Computer and Information Services, Contract Management. Processes yearly data for the annual meeting. Vendor management.

Barbara.bell@state.mn.us, Phone 651.215.1478

Layne Nelson, AMS Contract Administrator Hospital Supplies Contract, nutritional and Drugs of abuse contract. Audit file responses. Vendor management.

Layne.nelson@state.mn.us, Phone 651.296.7119

Dorothy Johnson, Management Analyst, MMCAP membership, information officer, meeting preparation and archives

Dorothy.johnson@state.mn.us, Phone 651.215.1186

Heather Petersen Pickett, Contracts Consultant, Attorney at Law

Al Becicka, Contracts Consultant, Attorney at Law

Betsy Hayes, Contracts Consultant, Attorney at Law

Sherry Brown, Office and Administration Specialist, Accounts Receivable.

Elizabeth Lederle, Information Technologist Specialist

ROLE OF MMCAP STAFF

The MMCAP Staff performs the day-to-day duties related to the management of the MMCAP Program. These duties include but not limited to, preparing RFP's. Bidding the pharmaceuticals, and related items, maintaining database, administrative fees, and drug credit distribution membership. MMCAP staff is cross-trained to the extent questions can be answered by any of the AMS's. Provide orientation to new State contacts. The matrixes on the following pages relate to various functions and responsibilities.

MMCAP's mission has grown beyond the structure currently in place. What worked for a \$100,000,000.00 operation, will not work for an \$800,000,000.00 operation. To address this change we have created a series of matrixes that will provide designate responsibility and backup for the things (functions, tasks, efforts) that MMCAP does. The first three matrixes focus on primarily internal items, the final focuses on our relationship with the entities that make up MMCAP.

Some definitions used here are:

Pharma - means the contracts we have with manufacturers for drugs

Distributor - means the contracts we have with distributors/wholesalers to act as the distributor of drugs from our manufacturers to our facilities

Hospital supplies - means the contracts we have with either manufacturers or wholesalers or distributors for mostly things that are NOT drugs

Nutritionals - means the contracts we have with manufacturers for nutritional products, regardless of where in a facility they are issued from.

In each matrix there are individuals specifically responsible for a task, function, effort. Then there are also backups designated, who are expected to be able to deal with issues, questions and processes in the absence of the primary individual.

We will develop a series of protocols on files, where they are kept and who does what to them. Paul will lead this effort, but will need everyone's help. The goal is that we all know where everything is, so that we can provide the best service possible.

As we have always done, everyone is available to help on any specific task, work assignment, or effort the responsible individual simply needs to ask. Paul will resolve MMCAP office staff issues as necessary.

CONTRACTS MATRIX

For purposes of this matrix the designated individual is directly responsible for the Contract or our relations with the Contractors. The Contract is the solicitation and the actual legally binding documents, amendments, changes, adjustments and modifications made to the RFP. The Contractor is the entity with which we have the Contract - the manufacturer.

The Contract individual will backup the Contractor individual. Heather will backup Al and Betsy, Al will backup Heather, simply because the contract responsibility brings to bear the legal/contractual dimension.

<u>Subject</u>	<u>Contract</u>	<u>Contractor</u>
Pharma	Al Becicka	Barbara Bell
Distributor	Heather Pickett	Dick Doering
Flu	Al Becicka	Heather Pickett
Hospital Supplies Drug Abuse Testing	Betsy Hayes	Layne Nelson
Nutritional	Betsy Hayes	Layne Nelson
Returned Goods	Heather Pickett	Al Becicka
Containers	Al Becicka	Layne Nelson
AOU/JPA	Betsy Hayes	Paul Stembler

ENTITIES MATRIX

For purposes of this matrix and Entity is the state or other agency that is actually the signatory of the AOU/JPA.

The **responsible individual** is the first point of contact for questions from the entity or its facilities about MMCAP. For instance, if the Oregon Corrections Central Pharmacy has an issue with Merck, they should first contact Layne who will work with Merck and Barb to get the issue solved. Does that mean that Layne answers the question, no, it means that Layne works with the facility and Barb to make sure the issue is resolved. In the end, however, Layne is responsible to make sure that we have done our best to respond to the issue. In this fashion, both the person responsible for the contractor (Barb) and the person responsible for the entity (Layne) have the same information and can work together to get it solved. If, for instance, the issue was related to contract language, or interpretation of what the contract language they would involve Al. Again, everyone here knows what is going on and can follow up. Also, we then have built in an automatic backup to provide better service. The same would be true if the issue were with Cardinal Health, only Dick and Heather would be involved with Layne. The same would apply the other way. If a contractor (who would contact Barb) or a distributor (who would contact Dick) had a problem with Oregon Corrections Central

Pharmacy, Barb or Dick would work through Layne on the question/problem/issue. Layne would be responsible for involving the entity purchasing contact in any discussions, in either direction.

Individual (Backup)	Entities
Paul (Heather)	All state directors of purchasing and all questions from legislators, governors, attorneys general, etc.
Dorothy (Sherry)	All information/data about individual facilities in all entities (not problem solving, but basic profile and access)
Dorothy (Sherry)	Minnesota (state purchasing contact)
Barb (Paul)	New England (NE) - Rhode Island, New Hampshire, Maine, Vermont
Heather (Dick)	Colonial Plus (CP) - New York, Virginia, North Carolina, Georgia, Pennsylvania, Maryland, Delaware, South Carolina
Dick (Heather)	Jacksonian Expansion (JE) - Michigan, Indiana, Kentucky, Wisconsin, Mississippi, Tennessee, City of Chicago
Al (Layne)	Central Basin (CB) - Oklahoma, Missouri, Louisiana, Minnesota, Nebraska, Kansas, South Dakota, North Dakota, Arkansas
Layne (Al)	Mountain Pacific (MP) - Colorado, Nevada, Washington, Arizona, Oregon, Utah, New Mexico, Hawaii, Wyoming, Alaska, Idaho, Montana

FINANCIAL AND DATA MATRIX

The auditors and common sense divide financial responsibilities to meet the requirements of a separation of duties as prescribed. It is not a question of trust, but a question of making it difficult to have your integrity questioned.

Data drives almost all our other processes. Without it we cannot succeed. I have included Jim Livers in this matrix because of the integral part the applications we have had him create, and he will continue to create, play in the life of our data.

Financial Matrix

Contract	Individual Responsibility
Pharma	<p>Dick receives admin fee checks (endorses them, makes up an accounting period assignment sheet, makes a photocopy for the record and gives to Sherry)</p> <p>Sherry deposits the check, enters the data in MAPS and into ACTS</p> <p>ACTS generates a report of vendors who did not provide checks</p> <p>Barb reviews the ACTS report, confirms there were sales through our other systems and arranges to have notices created and sent to manufacturers</p> <p>Barb receives overdue admin fee checks (endorses them, makes up an accounting period assignment sheet, makes a photocopy for the record and gives to Sherry)</p> <p>Sherry deposits the check, enters the data in MAPS and into ACTS</p> <p>**FMR does an independent comparison of ACTS data and MAPS data for security purposes**</p> <p>The photocopy of the period assignment sheet and the check are filed in the contractor file by either Dick or Barb</p>
Hospital Supplies/ Nutritionals	<p>Layne receives admin fee checks (endorses them, makes up an accounting period assignment sheet, makes a photocopy for the record and gives to Sherry)</p> <p>Sherry deposits the check, enters the data in MAPS and into AFS</p> <p>AFS generates a report of vendors who did not provide checks</p> <p>Barb reviews the AFS report, confirms there were sales through our other systems and arranges to have notices created and sent to manufacturers</p> <p>Barb receives overdue admin fee checks (endorses them, makes up an accounting period assignment sheet, makes a photocopy for the record and gives to Sherry)</p> <p>Sherry deposits the check, enters the data in MAPS and into AFS</p> <p>**FMR does an independent comparison of AFS data and MAPS data for security purposes**</p> <p>The photocopy of the period assignment sheet and the check are filed in the contractor file by either Layne or Barb</p>

Data Matrix

Pharma/Distributor	<p>Barb is responsible for relations with GPS (Heather is backup), and data from GPS, contractors and distributors</p> <p>Jim and Liz Lederle manipulate this data and verifies processes</p> <p>Everyone is responsible for helping with this task</p>
Contact Database	<p>Dorothy (Sherry is backup) is responsible for the overall application (which is still being developed by Jim)</p> <p>Each individual is responsible for their particular portion of the data, based on the other matrixes - Barb for pharma contractors, Dick for distributors, Heather for flu contractors, Layne for hospital supplies contractors, Paul for state purchasing directors, each individual for the entities they are responsible for, Dorothy for all facilities, etc.</p> <p>The underlying intent of the Contact Database is that we have a single place where all contact information for every aspect of MMCAP is stored and uniformly available to everyone.</p>

EXTERNAL MATRIX

This matrix does not repeat the obvious external things, like the entities matrix, but focuses on other external tasks. This matrix is probably most likely to have added items, especially as we come out of the annual meeting.

<u>Task/Effort</u>	<u>Primary</u>	<u>Backup</u>
Quarterly meetings of the advisory panel -set up schedule -arrange conference call (Sherry will assist) -prepare agency -arrange for any handouts, etc., to be faxed/mailed to all -Dorothy will take minutes (or Heather arranges for minutes to be taken) -Dorothy publishes minutes (or Heather arranges for minutes to be published) -create follow-up assignment/tracking process	Heather	Paul
Law suits and related questions -data questions		Al Barb Liz
(All questions from attorneys need to go through Heather or Al or /Betsy. We do not charge states or member facilities for this support.)		Barb Liz
Data questions -do we answer? -what can we answer? -run the report? (All questions about an individual facility or member entities data go back through the State Purchasing Contact. MMCAP does not answer those questions directly. We will charge for any data that we are formally asked to provide.)	Regional point of contact Paul Barb Liz	Regional backup point of contact Al Liz Barb

Definitions and Acronyms

Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)

Acquisition Management Specialist (AMS) Purchasing agents for MMCAP

Advisory Panel (AP) The MMCAP organization must consist of a Manager appointed from the State of Minnesota, an elected Vice Chairperson and the remaining membership. The Vice Chairperson must be elected by a majority vote of the membership on a biennial basis. The MMCAP Manager, to the extent allowed by law and to the extent permitted by delegated authority pursuant to Minn. Stat. 16C.03, subd. 16. Must render all decisions relating to MMCAP contracting activities. In accordance with Minn. Stat. 16C.03, all other contracting and contract management decisions must be made by the State of Minnesota, Commissioner of Administration or authorized delegate. The Advisory Panel must be elected by the membership at the annual business meeting. The Advisory Panel must consist of the Vice Chairperson and eight representatives from the membership. Four of the eight representatives must be state purchasing agents and the remaining four representatives must be pharmacists selected from the main practice areas participating in MMCAP. The MMCAP Manager must determine the Advisory Panel membership term, but in no event will a term of a single member exceed two consecutive years. The Advisory Panel must meet quarterly and provide recommendations to the MMCAP Manager on matters presented to the panel by the MMCAP Manager.

The Advisory Panel will consist of eight members, four each on staggered two-year terms. Membership must include four purchasing agents and four pharmacists representing four different practice settings. Each year two purchasing agents and two pharmacists will end their term. New members will be elected at the annual business meeting held in February.

R.Ph. Practice settings representation: Public Health, Mental Health, Student Health and Corrections.

Agreement of Understanding (AOU) The agreement signed by all states that allows them to become participants in MMCAP.

Administrative Fees Fees collected by MMCAP to cover expenses including all operating expenses. The balance after all expenses paid is drug credit.

Drug Credit This is the amount of credit disbursed to a member facility, as a credit through their wholesaler, determined by dividing the facilities total on-contract purchases by the total on-contract purchases of the entire contracting alliance, and that number multiplied by the total amount of money from the alliance available to return to members after expenses.

Request for Proposal (RFP) The means by which contracts are derived

Wholesale Acquisition Cost (WAC) Wholesale acquisition cost, which is the cost to the wholesaler from the manufacturer

Floating WAC A non-fixed version of WAC. This is the price to the wholesaler from the manufacturer that gets adjusted by the manufacturer periodically, but usually reflects the same % discount off WAC.

Average Wholesaler Price (AWP) Average wholesale price. This is an average of all wholesale prices for a particular product, as determined by the government

First Data Bank The organization that maintains lists of all FDA approved pharmaceuticals and related items.

National Description Code (NDC) The eleven-digit number used to identify pharmaceutical products. The first five numbers identify the manufacturer, the next four identify the actual drug and the last two identify unit of measure.

Health Industry Number (HIN) Numbers assigned to healthcare facilities and used by some manufacturers to track purchases. Obtained from MMCAP Office, Dick Doering.

Drug Enforcement Administration Numbers (DEA) Are number assigned by the DEA to Pharmacies and Physicians for the purpose or tracking narcotics.

Group Purchasing Systems (GPS) The contract management system used by MMCAP office to maintain MMCAP contracts and membership.

GroupNet Pharmacy Catalog (Electronic Catalog) The catalog used by MMCAP facilities maintained by the MMCAP office for all contracted pharmaceuticals. Instructions are available from Dorothy Johnson

Distribution Center (DC) A branch office for a Prime Vendor.

Vendor Performance Report The report used to provide information and feedback either negative or positive for a manufacturer or prime vendor. (Important to maintain for purposes of awarding future contracts.

Manufacturer's Suggested Retail Price (MSRP) The price the manufacturer expects a consumer to pay related to value of onetime purchases.

MMCAP Facility ID Number Unique identifying four (4) digit number assigned to each MMCAP Facility by the MMCAP Office

MULTIPLE Locations. If one agency MMCAP ID# 1301, is ordering for several other sites and there is one "bill to" and one "ship to" address, then just 1301 is used. So if 1301 orders for 10 different sites and has the order shipped to the address of 1301, so 1301 can deliver/distribute to the 10 different sites, then only 1301 needs to be used. However, if 1301 "orders for" and "ships to" SEVERAL DIFFERENT ADDRESSES, then each address needs an MMCAP ID number.

Sales The purchases by participating facilities that comes from MMCAP contracts. They include items on a specific contract, items that were offered as part of the response but that we had not requested (which are still technically on a contract) and items provided as substitutes for contract items that a facility needs (which is permitted under contract with the wholesale-distributor, but not encouraged).

Eligible contract sales The purchases by participating facilities THAT GENERATE AN ADMIN FEE from the manufacturers with which MMCAP has contracts. For obvious reasons some manufacturers with proprietary rights to certain drugs choose not to pay the admin fee, since we have to buy it from them regardless. We use this data to determine the annual credit, reasoning that those purchases that actually generated the fees ought to get the credits.

THE CONTRACTS

Pharmaceutical: Manufacturer contracts either through the distributor or direct

Distributor (Prime Vendor): Currently Cardinal/Bindley and AmeriSource/Bergen

Guaranteed Returns: Contract for returning recalled or expired drugs.

Vials and Containers: Owens Brockway (Illinois)

Hospital and Medical Supplies: Physicians Sales and Services

Urinalysis Testing - Drugs of Abuse: Medtox and American Biomedical Systems

Influenza Vaccine: Direct contracts with willing manufacturers

Group Purchasing Systems: The MMCAP contract management system

GroupNet Pharmacy Catalog: Electronic Pharmacy Catalog

State Contact

(Purchasing)The State contact will be expected to relay the general information as it pertains to the MMCAP contract. These duties Include:

1. Maintaining contact with members within their state.
2. Taking an active role at annual MMCAP meeting that is held each year February, is the award meeting for all drugs bid as well as the business meeting for MMCAP.
3. Knowing who their distributors are as well as sales and customer service names and phone numbers.
4. How to access current prices
5. Knowing membership eligibility requirements and how to Sign up new members. (See Forms)
6. Aid in the Selection of Prime Vendor Distributor with other members in their State. Usually done with State Pharmacist Contact.
7. Keeping MMCAP informed about personal changes where appropriate.
8. Using MMCAP Contracts vs. other GPOs.
9. Communication Policy
10. Audit verifications

Pharmacy Contact

The pharmacy contact will work primarily with pharmaceutical related issues, maintaining stock, dispensing, and product availability. Rx contact will also respond to recalls and other manufacturing shortfalls. Annually they will be expected to take part in the annual award meeting and assist in the actual award.

Audit

1. Sales data from Bindley Western is received by GPS on a daily basis. The data is then prepared form auditing.
2. The prepared data is then compared with MMCAP contract data, factoring in the Wholesaler Upcharge/Downcharge. GPS then applies some proprietary algorithms to the data in order to filter out any anomalies, (e.g. rounding errors or packaging differences)
3. A spreadsheet file is then generated containing the audit exceptions.

Fields to note are:

- A. Contract Price: The contracted price for that item on the date of invoice
- B. Invoice Price: The price charged by the Wholesaler
- C. Upcharge: The Wholesaler mark-up percentage, represented as a decimal amount.
- D. Actual Price: Adjusted Invoice Price with the Wholesaler mark-up removed.
- E. Overcharge: Difference between an Actual Price and a Contract Price

4. Exceptions are generated whenever the Overcharge is greater than zero.

5. MMCAP staff verifies pricing and return data to the individual states. They are to determine if they are getting the correct Wholesaler mark-up.

At this time only Cardinal has capabilities to interface with GPS.

Communication Policy

Objective: To improve communication between MMCAP Staff and participating States by a formal process.

There are two primary types of information Time-Critical (information that is necessary the facilities receive the information within seven days) and Non Time-Critical (general information) and will be posted in the following manner:

Time-critical will be posted on the MMCAP web site and e-mailed to both the State Purchasing Contact and the MMCAP State Pharmacist Contact. The State Purchasing Contact will be responsible for forwarding this information to participating facilities within his/her state as deemed necessary.

Non time-critical information will be posted to the MMCAP web site. Facilities are encouraged to check the web site weekly for new information.

When an MMCAP influenza vaccine contract is established, MMCAP will, in addition to the standard time-critical communication procedures, mail a letter directly to all active participating facilities providing all necessary vaccine ordering information.

Procedure:

Time-critical Communication

- 1) MMCAP staff will post all time-critical communication in the appropriate area of the MMCAP web site.
- 2) MMCAP staff will also e-mail all time-critical communications directly to all State Purchasing Contacts and to all State Pharmacist Contacts.
- 3) State Purchasing Contacts will notify MMCAP staff of any changes of their e-mail address.
- 4) State Purchasing Contacts are responsible for relaying the time-critical information to all participating facilities deemed to require the information using a suitable method of communication.
- 5) All pharmaceutical contract change information will be classified as time-critical. This information will be posted on the MMCAP web site and sent via e-mail to all State Purchasing Contacts. Pharmaceutical contract change information will also be available to facilities via the MMCAP Electronic Catalog.
- 6) A letter providing detailed flu vaccine ordering procedures will be mailed to all active participating facilities at their current address as listed in the MMCAP contract management software. The State Purchasing Contacts are responsible to notify MMCAP staff of any demographic changes of participating facilities within their states. This letter communication will be in addition to the standard time-critical communication procedures.

Non Time-critical Communication

- 1) MMCAP Staff will post all non time-critical communication in the appropriate area of the MMCAP web site.
- 2) Web site entries will be dated so facilities can determine what is new communication.
- 3) Facilities should check the web site weekly for new communications.
- 4) Any participating facility that does not have access to the MMCAP web site should contact its State Purchasing Contact and arrange for an alternate appropriate method of receiving MMCAP information.

A letter stating the MMCAP Communication Policy will be mailed to all active participating facilities at their current address as listed in the MMCAP contract management software at least 30 days prior to the effective date of the policy. A letter stating the MMCAP Communication Policy will be mailed to all new facilities prior to the effective date their MMCAP participation.

Eligibility

HOW CAN YOUR FACILITY/AGENCY PARTICIPATE IN MMCAP?

To be eligible for participation in MMCAP:

- 1) Your state must have an executed an Agreement of Understanding (AOU) with MMCAP for membership; and
- 2) Your facility must:
 - a) Be specifically permitted by your state's statutes to purchase goods from state contracts, or
 - b) Have an agreement with your state's purchasing authority to permit you to purchase goods from state contracts.

Depending upon your states statutes, participation is generally available to facilities run by state agencies, cities, townships, and counties.

If your state is an MMCAP member, call us and we will help facilitate the participation process through your state's purchasing division. You may reach MMCAP at 651.297.5619 (TTY 651.282.5799).

Examples of registration forms are included in this handbook.

Own Use and MMCAP Pharmaceutical Contracts

Robinson-Patman (15 U.S.C. 13 (a)), which was passed in 1936, specifically makes it unlawful for one engaged in commerce to discriminate in price between different purchasers of like commodities where the effect ... may be substantially to lessen competition. Over the next 50 plus years, this language has been interpreted by the court to prevent governmental entities (except of course the federal government) from using their purchasing power to lessen competition - especially in the area of drugs.

The two controlling cases are Abbott Labs v. Portland Retail Druggists (425 U.S. 1(1976)) and Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs (460 U.S. 150 (1983)). Abbott was the target because it was first alphabetically, not because they were doing anything different. Also, both plaintiffs were retail drug store groups.

Portland created the concept of own use. Which essentially said, if a facility is dispensing drugs to its own patients or residents, then it was not acting in restraint of trade. Own use implied that the prescribing physician and the dispensing unit were working for the same organization. The physician could be on contract, and the dispensing unit could be on contract, but working for the same organization -- not filling

prescriptions written by any physician, anywhere. This has probably been stretched to cover prescriptions written by a treating physician, but filled by a dispensing unit after the individual was admitted.

Jefferson created the concept of traditional governmental services. The idea is that if a governmental entity is providing a traditional governmental service then it cannot be acting in restraint of trade.

These two decisions are the parameters within which MMCAP must operate. Any of our manufacturers can, reasonably, refuse to provide products to any MMCAP member facility that they feel violates this law or these decisions. MMCAP's position is that if a manufacturer refuses to provide products to an MMCAP member facility, it is the facility and the member state who must prove that it is not in violation of Robinson-Patman and these court decisions.

Commonly asked questions:

- 1) Do the MMCAP contracts permit local health departments to dispense drugs purchased through/from MMCAP to individuals who meet a state's financial eligibility criteria and who are referred from private sector health care providers?

The situation does not appear to meet the own use test of the Portland decision. The drugs are not for the use of patients being served by the county health department. As the second part of the question states it, the only service we are providing to them (is the dispensing of drugs). Which it would seem is in direct violation of Robinson-Patman.

- 2) Does the definition of governmental entity as it is used in the contract cover nonprofits?

MMCAP's position is that, if a state's law permits an entity to buy off all other state contracts, the entity can purchase from the MMCAP contract. Minnesota's law does not permit nonprofits to buy off any other Minnesota state contract, so they cannot participate in MMCAP in Minnesota. The state in question's law on who can purchase off that state's contracts is the controlling factor. However, if a local retail druggist (most probable challenger) took exception, the state in question would have to be ready to defend the facility - probably most safely under the traditional governmental service umbrella.

- 3) Does the payment source for the drugs referenced in Questions 1 and 2 make a difference?

The entity asking the question would have to meet own use and traditional governmental service criteria. But, if it did, and if the entity purchased the drugs and then received grants, reimbursements or gifts to help support the program, that would not impact MMCAP. Obviously, since Medicare/Medicaid prices are better than MMCAP's those programs should not be the source of funding. The same is true of veterans care facilities, which are eligible to buy through the Department of Veterans Affairs.

MMCAP

Admin Minnesota Materials Management Division

112 Admin. Bldg., St. Paul, MN 55155; 651.296.2600, FAX: 651.297.3996, TTY: 651.282.5799,
www.mmd.state.mn.us

AGREEMENT OF UNDERSTANDING AND JOINT POWERS AGREEMENT

This Agreement of Understanding is entered into this ____ day of _____, 2000, by and between the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), acting through the State of Minnesota, and the _____, by and through its _____.

I. SCOPE

The Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) is a coalition of states and governmental units formed to standardize and consolidate state requirements for pharmaceuticals, supplies and services, and to cooperatively contract for such requirements. MMCAP may offer cooperative multistate contracting agreements for additional health-care related supplies, equipment and services to participating states and facilities (e.g., state correctional facilities, state mental health facilities, state public health facilities, etc.). Participating states and facilities reserve the right to utilize or not utilize any MMCAP contracted agreements.

II. PURPOSE

The purpose of this agreement is to establish a method by which participating states and other governmental units may join together in cooperative multistate contracting and to ensure the commitment of each participating state. Further, this agreement shall provide an understanding of the contracting process, the responsibilities of the participants and describe the organization and operating policies of MMCAP.

III. MISSION AND GOALS

A. Mission Statement

The mission of the Minnesota Multistate Contracting Alliance for Pharmacy is to provide value via reduce costs and improved services to its participating states and facilities through voluntary cooperative purchasing of pharmaceuticals and allied products and services.

B. Goals

- 1 Maximize cost savings and reduce administrative costs.
- 2 Standardize specifications and consolidate requirements to encourage product availability and market competition.
- 3 Promote environmentally responsible purchasing.
- 4 Develop quality assurance standards.
- 5 Ensure quality distribution of pharmaceuticals and allied products and services to contract Participants.

IV. AUTHORIZATION

By executing this agreement, each participating state is certifying that it is authorized to enter into this agreement pursuant to applicable laws, rules and regulations. The designated individual executing this agreement certifies that he or she has the authority to represent his or her state and is authorized to commit his or her state on matters related to the business of MMCAP. The _____, is authorized to participate in the MMCAP cooperative purchasing program by _____.

V. ORGANIZATION AND OPERATION

1. Memberships and Participation

- 1.1 MMCAP membership (the membership) is comprised of participating states. Other governmental units may participate in MMCAP contracting activities as determined by the membership provided such membership is authorized pursuant to applicable law.
- 1.2 Participation in MMCAP is voluntary and may be initiated at any time by submitting a copy of this Agreement of Understanding, executed by the state's chief procurement officer or his/her designee, for approval to the MMCAP Manager. Participation shall continue until termination occurs either by the participating state or the MMCAP Manager.
- 1.3 Each member state is responsible to ensure its participating state facilities are authorized by applicable law to participate in MMCAP contracting activities. Each member state agrees to indemnify, save and hold harmless the State of Minnesota from any causes of action arising from improper or unauthorized use of MMCAP contracts by one or more of its state's facilities.

2. Organization

The MMCAP organization shall consist of a Manager appointed from the State of Minnesota, an elected Vice Chairperson and the remaining membership. The Vice Chairperson shall be elected by a majority vote of the membership on a biennial basis. The MMCAP Manager, to the extent allowed by law and to the extent permitted by delegated authority pursuant to Minn. Stat. 16C.03, subd. 16, shall render all decisions relating to MMCAP contracting activities. In accordance with Minn. Stat. ? 16C.03, all other contracting and contract management decisions shall be made by the State of Minnesota, Commissioner of Administration or authorized delegate. The Advisory Panel shall be elected by the membership at the annual business meeting. The Advisory Panel shall consist of the Vice Chairperson and eight representatives from the membership. Four of the eight representatives shall be state purchasing agents and the remaining four representatives shall be pharmacists selected from the main practice areas participating in MMCAP. The Advisory Panel membership term shall be determined by the MMCAP Manager, but in no event will a term of a single member exceed two consecutive years. The Advisory Panel shall meet quarterly and provide recommendations to the MMCAP Manager on matters presented to the panel by the MMCAP Manager.

2.1 Business Meeting

The meeting of the representatives of the membership of MMCAP shall be conducted on an annual or on an as-needed basis as determined by the MMCAP Manager. The elected Vice Chairperson shall participate in presiding over the meeting with the MMCAP Manager. On matters brought to a vote by the MMCAP Manager, each participating state present shall have equal voting rights. Voting members must possess the authority to commit the state they represent.

2.2 Fees

The MMCAP Manager may, pursuant to contract terms and conditions, require the contract awardee(s) to pay an administrative fee. The fee shall be based on a percentage of sales made by the individual

awardee. Fees shall be collected by the MMCAP office. Fees shall be utilized to pay for the administrative costs incurred in the operation of MMCAP as approved by the MMCAP Manager. Any remaining balance of funds shall be returned to active participating facilities by means of a credit to their wholesaler account proportionate to the individual facility's contract purchases via the contracted wholesaler(s).

VI. DUTIES

1. State of Minnesota

The State of Minnesota shall be the state known as the contract administrator, which, on behalf of all participating states shall:

- Select commodities or services for cooperative contracting;
- Develop a procurement plan, including the time schedule, specifications, use description and the preliminary solicitation/contract documents;
- Manage the fees collected from the contract awardee(s);
- Coordinate any document review to be done by participating states;
- Issue the solicitation for bids or request for proposals;
- Receive the bids or proposals;
- Coordinate any necessary solicitation evaluation;
- Conduct final analysis, review participating state's recommendations for contract award(s) if provided, and make final contract award determinations;
- Issue all contract amendments or contract cancellations, if required;
- Provide copies of contract documents if requested;
- Handle administrative protests arising from the solicitations in accordance with the State of Minnesota laws and regulations.
- Maintain vendor performance records;
- Assist in resolving administrative contract or supplier problems that cannot be resolved by independent states or facilities; and
- Prepare copies of the award catalog and arrange for distribution.

Participating States

Participating states shall:

- Attend MMCAP business meeting(s);
- Participate in the evaluation of proposals and provide recommendations for award(s) to the MMCAP Manager; and
- Prepare a Participating Addendum if required. A Participating Addendum is an instrument that may be used in limited circumstances where the standard MMCAP contract terms and conditions do not include provision(s) required by the laws of the participating state or when the standard MMCAP contract terms and conditions conflict with the laws of the participating state. If these circumstances exist, a participating state may prepare a Participating Addendum to set forth additional or altered terms and conditions agreeable to the participating state, the contract awardee, and MMCAP. The Participating Addendum applies only to the relationship between the state initiating the addendum and the contract vendor. A Participating Addendum shall not affect the rights of the other states or the obligation of the contract vendor to the other states. The participating state is responsible for creating and negotiating any Participating Addendum and must notify the MMCAP Manager and provide a copy of the Participating Addendum for approval prior to its execution.

VII. PROTESTS

The MMCAP Manager shall be responsible for all protests arising from the MMCAP solicitation process. Protests shall be handled in accordance with Minnesota law, rules, regulations and policy. Any state or facility receiving a protest concerning an MMCAP contract will immediately notify the MMCAP Manager.

VIII. CONTRACTS

MMCAP contracts shall include standard contractual requirements contained in State of Minnesota contracts. The MMCAP manager shall consider the inclusion of contract language based upon the recommendations of the membership or of the Advisory Panel. All contracts shall clearly delineate contract use and cancellation. Each participating state or facility shall issue its own purchase documents against the master cooperative contract(s).

X. JOINT POWERS AGREEMENT

The State of Minnesota and participating states and facilities are empowered to enter into this agreement pursuant to Minn. Stat. 471.59, subd. 10 (1998) authorizing governmental units to enter into joint powers agreements whereby one of the governmental units performs on behalf of the other any service or function which the governmental unit providing the service or function is authorized to provide for it. The participating state, by means of this joint powers agreement, may authorize ordering from contracts established by MMCAP. Participating states and facilities agree to order under the established terms and conditions of the MMCAP contract or under terms and conditions established pursuant to a Participating Addendum prepared in accordance with and under the circumstances described in Section VI. B. Payment for all orders made by a participating state or facility is the responsibility of that state and/or facility.

XI. GENERAL PROVISIONS

1. Liability

Neither party shall assume any responsibility for the accountability of funds expended by the other or the issuance or non-issuance of a purchase order by the other party. Each party shall be separately accountable for its own expenditures of public funds made hereunder.

1.1 Cancellation

This Agreement may be terminated with or without cause by either the State of Minnesota or the participating state upon 30 days written notice. Cancellation terminates the authority of the state and its facilities using MMCAP contracts. States and facilities are liable for their outstanding orders at the time of cancellation.

1.2 Assignment

The participating state shall not assign, delegate, or transfer any rights or obligations under this Agreement without the prior written consent of the State of Minnesota.

4. Amendments

Any amendment or modification to this Agreement shall be in writing and shall not be effective until executed by the State of Minnesota and the participating state and approved by all State officials as required by law.

State Audits

As required by Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of the participating states and facilities and its employees, or agents relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor for a minimum period of six years after the termination of this Agreement.

Jurisdiction and Venue

This Agreement, and executed amendments thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings between the State of Minnesota and a participating state or facility arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. Any claims against a participating state or any of its facilities, where the State of Minnesota or MMCAP is not a party, must be brought in the courts, or before an administrative body of the participating state, in accordance with the laws of that state and will not be negotiated, arbitrated, or settled on its behalf by any of the other states.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement of Understanding and Joint Powers Agreement to be signed on their behalf intending to be bound thereby.

SIGNATURES REQUIRED BY EACH STATE (IN MINNESOTA 3)

FAX TRANSMISSION
DEPT. OF ADMIN., MATERIALS MANAGEMENT DIVISION
112 Admin Bldg., 50 Sherburne Ave.
St. Paul, MN. 55155
Phone: 651.215.1186
Fax: 651.297.3996
E-mail: dorothy.johnson@state.mn.us

MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY

To: XXXXXXXXXXXX

Date: July XX, 2001

Co.: THE NAME OF FACILITY

Pages: 3, including this cover sheet

Fax #: YOUR FAX NUMBER

Phone: YOUR PHONE NUMBER

From: Dorothy L. Johnson

Subject: Sub-licensing Agreement for the Electronic Catalog

Hi, PRIMARY FACILITY CONTACT

Please complete the attached document and fax back to 651.297.3996. Also included is printing instructions, if needed, for the Internet version of the Electronic Catalog.

After processing the document I will e-mail you with the User ID and Password to use on the Internet version of the Electronic Catalog, which is located at <http://www.mmcap.org>

You will also be sent a CD-ROM version of the Electronic Catalog, along with adding instructions, **if requested**.

(Note: The Internet version is kept up to date by our office. The CD-ROM version must be kept up to date by your office by doing modem transmissions and processing of transmissions, or by accessing the Internet for contract updates.)

Please call the number above, or send an e-mail, if you have any questions or need further information.

Thank you.

(CNAPPR)

SUB-LICENSING AGREEMENT FOR USERS OF ELECTRONIC CATALOG

GECC Software is sub-licensed to user by **Minnesota Multi-State Contracting Alliance for Pharmacy** (subscriber) pursuant to the terms of an Agreement between Subscriber and **Group Purchasing Systems (AGPS@)**, and a Master Software License granted by GPS to Subscriber.

The following provisions are applicable to the Sub-License:

Sub-Licensee may access the GroupNet Network to obtain awards updates and receive bulletins/messages without cost. Other use of Network facilities will be billed to Sub-Licensee at the prevailing GPS published pricing.

This license is nonexclusive and non-transferable and its term runs concurrently with the annually renewable Master License between Subscriber and Group Purchasing Systems.

Any changes, additions, enhancements and improvements in the form of new or partial programs or Documentation as may be provided under this Agreement shall be deemed to be Licensed Software and is the proprietary property of GPS and no title to or ownership of the Licensed Software is transferred by this Agreement to Sub-Licensee. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software are and shall remain in GPS. **Sub-Licensee Shall Not Sell, Transfer, Publish, Disclose, Display Or Otherwise Make Available Any Licensed Software Or Copies Thereof To Others.** Sub-Licensee agrees to secure and protect each program, software product and copies thereof in a manner consistent with GPS rights therein and consistent with the manner in which Sub-Licensee secures and protects its own programs and software products. **The obligations of this paragraph shall survive the termination of this Agreement.**

GPS represents that it is the owner of or has obtained appropriate license for the Licensed Software or any portion thereof being licensed hereunder and that it has the right to grant the Sub-Licensee the license being granted hereunder.

Sub-Licensee understands and expressly agrees that IN NO EVENT SHALL GPS BE LIABLE TO SUB-LICENSEE, ANY CUSTOMER OF SUB-LICENSEE, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOST OR DAMAGED FILES OR DATA, OR LOSS OF GOODWILL, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, EVEN IF GPS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE LIABILITY OF GPS, IF ANY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE ACTUAL PRICE PAID BY SUB-LICENSEE PURSUANT TO THIS AGREEMENT. SUB-LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY PROVISION IS MATERIAL TO THIS AGREEMENT, AND THAT GPS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE INCLUSION AND ENFORCEABILITY OF THIS SECTION.

Customers of the Subscriber shall signify agreement to the terms of this Agreement by signing and returning a copy of this agreement to the Subscriber.

Any holder of a Sub-License shall also be entitled to an account on the MMCAP Online Web Site furnished by GPS under the above-mentioned Master Agreement. Access to the private logon area is available only under the Sub-License agreement, and each user who wishes to access same must submit a signed copy of the Sub-License agreement to MMCAP prior to such access.

_____ (Signature)	_____ (Print Name)	_____ (Date)
_____ (Agency Name)	_____ (Address)	_____ (City, State, & Zip Code)

NOTE: CUSTOMERS WHO FAIL TO SIGN AND RETURN A COPY OF THIS AGREEMENT TO THE SUBSCRIBER (Minnesota Multi-State Contracting Alliance for Pharmacy) will be unable to retrieve future updates to this electronic catalog.#4090

Printing MMCAP Contract Documents from our web site.

When accessing our web site from Internet Explorer, you will be able to print out documents as they appear on your screen.

Currently, you will be unable to print documents from www.mmcap.org if using Netscape, unless you reformat file. We are in the process of correcting this issue.

When using Netscape:

When you are at the screen that you want to print do the following:

Click File

Click Save As

Enter file name with .html for the extension. ***.html, in the directory you want.**

Click Save

Go to Windows NT Explorer or Windows File Manager

Go to file and double click on file name.

This will open the file in Netscape, with the file reformatted.

Click the Print icon and print file.

Minnesota Multistate Contracting Alliance for Pharmacy Facility Membership Application

The completed form must be returned to the State Contact for authorization. The State Contact will then forward the authorized form to the MMCAP office for processing.

Type or print clearly.

1. The statutory authority under which this facility may purchase goods from state contracts is:
(Provide your States specific statutory citation)
2. Which contracts will this facility use? Check all that apply.
Pharmaceutical ___ Flu Vaccine ___ Hospital & Medical Supplies ___ ALL THREE ___
3. Facility Name: _____

On-site purchasing contact person: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Street Address (include P.O. Box if applicable): _____

City: _____ State: _____ ZIP: _____

DEA number: _____ HIN number: _____

Average purchases of pharmaceutical per month: \$ _____

2. Circle which best describes the facility:
- (a) Correctional Facility
 - (f) Public/Community Health Department
 - (b) Mental Health Treatment Facility
 - (g) Oncology Center
 - (c) Acute Care Hospital
 - (h) Nursing Home
 - (d) Student Health Service
 - (i) Veterinary School
 - (e) Community Health Clinic Facility
 - (j) Other (describe) _____

Size of Facility: Beds _____ Annual Clinic Visits _____ Annual Rx's _____

The above information is true and correct.

Signed: _____

Date: _____

MMCAP State Contact

MMCAP Fax: 651-297-3996

This is an example of the notice a new member would receive from MMCAP office upon registration

Minnesota Multistate Contracting Alliance for Pharmacy

DATE:

TO:

MMCAP ID# XXXX EFFECTIVE DATE: XX-XX-XX
HIN: XXXXXXXX

FROM: Richard J. Doering, R.Ph., Senior Contract Administrator, MMCAP

SUBJECT: MMCAP Membership Information

As a member of the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), you are eligible to purchase pharmaceutical items through manufacturers contracted with the State of Minnesota. You are also eligible to access Minnesota's contract for hospital and medical supplies. MMCAP now has over 3000 agencies in 39 states with total projected purchases of \$800 million for the 2001-2002 contract year. This buying power allows us to negotiate significantly reduced drug prices for our members. All costs of administering the program are provided through an administrative fee charged to the drug manufacturers. There is no cost to you.

The drug-contracting year runs from May 1 through April 30. Drug manufacturers submit their bids in February and a committee of MMCAP members with at least one purchasing and one pharmacist representative awards the contract in March from each state.

All MMCAP members are expected to purchase pharmaceuticals through the approved wholesaler for their state. The wholesaler for your state is XXXXXXXXXXXX and they can be reached XXXXXXXXXXXX. If you do not already have an account with that wholesaler, please call them.

To participate in the hospital and medical supplies contract, you should purchase through Physician Sales and Services (PSS). The distribution center for your agency can be reached at 800.952.8790. If you do not already have an account with PSS, please call them.

There is a contact person in each state. The contact person for your state is XXXXXXXXXXXX at XXXXXXXXXXXX, and can help you with any questions you may have. The staff at MMCAP is also available for any questions or problems you may have.

MMCAP currently has a returned goods processing contract with Guaranteed Returns. This vendor will manage the returns of your outdated pharmaceuticals to the manufacturers and obtain credit through your prime vendor for you. Please contact Ryan Kasper at 800.473.2138, ext: 134 to set up an account and obtain more information.

All members of MMCAP are eligible to receive our electronic catalog through GroupNet, available on CD-ROM. Although there is no initial charge for the software, users pay the telephone-modem connect time charges when receiving contract updates and for any additional charges required to load or run the software. This electronic catalog provides easy access and recall to all items on the contract via trade name, generic name, NDC code, and AHFS category. The catalog is constantly updated to reflect additions, deletions, and other changes to the contract. Bulletins are also transmitted to members via the catalog. Use of the electronic catalog allows you to realize all the potential benefits of MMCAP membership.

An Internet version of the electronic catalog is available at the MMCAP web site, which is located at <http://www.mmcap.org>. This Internet version does not have all the features of the software version, but it does contain a complete listing of all MMCAP contracted products and their current prices. Trade or generic name can retrieve products and prices. Additional features of the web site include Vendor Performance Reporting, MMCAP Online News, MMCAP Bulletins, and Manufacturer/Vendor Links.

A "User ID" and a "password" are required to access the catalog feature of the web site. Please call Dorothy Johnson at 651.215.1186 to complete this process.

In order to receive contract pricing from:

3. Wyeth-Ayerst: The form (SEE FORMS PAGE), Exclusive Group Declaration Form **must be completed** and **submitted by fax to Wyeth-Ayerst**. See bottom of page 1 for fax number.
4. Ross Products: The attached form (1 page), Minnesota Multistate Contract Sign-up Request Form **must be completed** and **submitted by fax to Ross**. See bottom of page for fax number.
5. Warner-Lambert: The attached forms (3 pages), Warner-Lambert/Parke-Davis Company Membership Eligibility Application and Own Use Certification Form **must be completed** and **submitted by fax to Warner-Lambert**. See top of page 1 for fax number.

MMCAP Staff:

Richard J. Doering, R.Ph.
Senior Contract Administrator, MMCAP
Ph: 651.297.5619
dick.doering@state.mn.us

Heather Pickett
Contracts Consultant/Attorney at Law
Ph: 651.296.3776
heather.pickett@state.mn.us

Barbara Bell
Acquisitions Management Specialist
Ph: 651.215.1478
barbara.bell@state.mn.us

Layne Nelson
Acquisitions Management Specialist - inquiries to the Hospital Medical Supplies Contract
Ph: 651.296.7119
layne.nelson@state.mn.us

Dorothy L. Johnson
MMCAP Membership
Ph: 651.215.1186
dorothy.johnson@state.mn.us

(I:\Handbook\NEWMEMBER notification.wpd)
(CNAPPR)

MINNESOTA MULTISTATE CONTRACT SIGN-UP REQUEST FORM
Ross Products Division Contract 00493-019

Customer Name
Address
City, State ZIP
Ross Account #

Customer's designated wholesaler:

Wholesaler's Name
Address
City, State ZIP
Ross Account #

In the event Customer has some existing contractual agreement with Ross Products Division, the Ross/Multistate (00493-019) Contract shall supersede any and all preexisting agreements without penalty. The signatures below authorize Ross to add the MultiState pricing to your Ross account number and the designated wholesaler. Ross will not allow access of two agreements by the same customer.

Customer's Signature & Title

Date

Ross Representative Signature

Date

Please fax the request form to Patrick DeWalt at 800.986.8433. Allow 2-3 working days for Ross to add pricing to your account number.