

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

WHOLESALE SERVICES FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

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SCOPE: TO PROVIDE PRIME VENDOR SERVICES TO MARYLAND STATE HEALTH AGENCIES, QUASI-PUBLIC, LOCAL COUNTY HEALTH DEPARTMENTS, AND NON-PROFIT HEALTH ORGANIZATIONS. PRIME VENDOR SERVICES INCLUDE ORDERING VIA INDIVIDUAL MANUFACTURERS' CONTRACTS, STORAGE OF ALL DRUG PRODUCTS AND DISTRIBUTION OF DRUG PRODUCTS WITHIN 24 HOURS.

REFERENCE: MMCAP INFUSE - MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY. MASTER CONTRACT# MMS2401062.

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

MMCAP REPRESENTATIVE: JEFF SCHIMBENO
SENIOR ACCOUNT EXECUTIVE, EASTERN REGION
ADDRESS: 50 SHERBURNE AVENUE, SUITE 112
ST. PAUL, MN 55155
E-MAIL: JEFF.SCHIMBENO@STATE.MN.US
PHONE: 732.757.5470
WEBSITE: MEMBERS.INFUSE-MN.GOV

VENDOR: CARDINAL HEALTH
POINT OF CONTACT: GINGER HIBBERT
OFFICE: 816-678-8329
EMAIL: GINGER.HIBBERT@CARDINALHEALTH.COM

CUSTOMER SERVICE: 866-641-1199
EMAIL: PHARMA-GOVERNMENT-CUSTOMERSERVICE@CARDINAL

ORDER EXPRESS SUPPORT DESK: 833-518-4555 OPT 1

CONTRACT REQUIREMENTS:
QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH

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ORDER.

CONTRACT ADMINISTRATION FEE:

A. CONTRACTOR SHALL PAY A CONTRACT ADMINISTRATION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE CONTRACT ADMINISTRATION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE CONTRACT ADMINISTRATION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE CONTRACT ADMINISTRATION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, FORTY (45) DAYS ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

B. FAILURE TO REMIT TRANSACTION FEE IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTANT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR MORE ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

C. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) CONTRACT ADMINISTRATION FEE.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE

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- STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
- (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
- (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES. ONCE THOSE CONTRACTS EXPIRE, INCLUDING ANY RENEWAL OPTIONS MCKESSON MEDICAL SURGICAL MINNESOTA SUPPLY, INC., MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT.

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PRIME VENDOR PHARMACEUTICAL CONTRACT

SERVICE FEE DISCOUNT PRICING IS BASED ON THE PAYMENT OPTION SELECTED BY THE FACILITY AND THE TOTAL MONTHLY PURCHASING VOLUME OF THE STATE.

THE FOLLOWING PAYMENT TERM OPTIONS SHALL BE AVAILABLE TO EACH MMCAP PARTICIPATING FACILITY:

*30 DAY PRE-PAY: A ONE TIME DEPOSIT EQUAL TO 30 DAYS PURCHASE VALUE IS DUE BY THE 25TH OF THE PREVIOUS MONTH. THEREFORE, PAYMENT IS DUE ON OR BEFORE SEVEN CALENDAR DAYS FROM THE DATE OF INVOICE.

*15 DAY PRE-PAY: A ONE TIME DEPOSIT EQUAL TO 15 DAYS PURCHASE VALUE IS DUE BY THE 25TH OF THE PREVIOUS MONTH. THEREFORE, PAYMENT IS DUE ON OR BEFORE SEVEN DAYS FROM THE DATE OF INVOICE.

*7 DAY PRE-PAY: A ONE TIME DEPOSIT EQUAL TO 7 DAYS PURCHASE VALUE IS DUE BY THE 25TH OF THE PREVIOUS MONTH. THEREFORE, PAYMENT IS DUE ON OR BEFORE SEVEN DAYS FROM THE DATE OF INVOICE.

*NEXT DAY NET: NEXT DAY NET MEANS THAT THE BUYER WILL PAY VENDOR IN FULL ON OR BEFORE THE NEXT CALENDAR DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*SEVEN (7) DAY NET: 7 DAY NET MEANS THAT THE BUYER WILL PAY VENDOR IN FULL ON OR BEFORE THE 7TH DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*FIFTEEN (15)) DAY NET: 15 DAY NET MEANS THAT THE BUYER WILL PAY VENDOR IN FULL ON OR BEFORE THE 15TH DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*THIRTY (30) DAY NET: 30 DAY NET MEANS THAT THE BUYER WILL PAY VENDOR IN FULL ON OR BEFORE THE 30TH DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*FORTY-FIVE (45) DAY NET: 45 DAY NET MEANS THAT BUYER WILL PAY IN FULL ON OR BEFORE TH 45TH CALENDAR DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*SIXTY (60) DAY NET: 60 DAY NET MEANS THAT BUYER WILL PAY IN FULL ON OR BEFORE TH 60TH CALENDAR DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

*NINETY (90) DAY NET: 90 DAY NET MEANS THAT BUYER WILL PAY IN FULL ON OR BEFORE TH 90TH CALENDAR DAY OF WHEN THE INVOICE IS RECEIVED BY THE VENDOR.

IF ANY OF THE ABOVE-SPECIFIED PAYMENT TERM DUE DATES FALL ON A WEEKEND DAY OR LOCAL, STATE, OR FEDERAL HOLIDAY, PAYMENT SHALL BE DUE ON THE PRECEDING BUSINESS DAY.

DELIVERY CHARGES:

ALL FACILITIES RECEIVE ONE FREE DELIVERY PER WEEK. FACILITIES

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ORDERING MORE THAN \$15,000 PER MONTH ARE ELIGIBLE TO RECEIVE NOT LESS THAN ONE DELIVERY PER DAY, 5 DAYS PER WEEK (MONDAY THROUGH FRIDAY). FACILITIES ORDERING LESS THE \$15,000 PER MONTH WILL BE CHARGED A \$20 DELIVERY FEE FOR EXTRA DELIVERIES (IN ADDITION TO THE ONE FREE WEEKLY DELIVERY) IF THE VOLUME OF THE PURCHASE IS LESS THAN \$750. THERE WILL BE NO DELIVERY CHARGE FOR ANY ORDER WITH A PURCHASE VOLUME LARGER THAN \$750.

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE