

SWC# 440 Medical Supplies and Equipment **Contract Information and Usage Instructions**

Contract Period: This is a cooperative statewide contract established through the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP). To date, the State has signed one (1) participating addendum with McKesson for an initial start date of February 25th, 2019. The contract's initial end date is March 1st, 2020 but it may be extended for up to three (3) additional one (1) year periods upon execution of a written amendment and acceptance of both parties, for a total term not to exceed five (5) years.

Summary/Background Information:

The MMCAP cooperative contract for medical supplies was established to provide a reliable and competitively priced source for the purchase of medical supplies, such as diagnostic instruments, bandages/dressings, creams/ointments, gloves/protective wear, respiratory supplies, testing supplies, disposable medical/surgical supplies, scales/ramps, wheelchairs, syringes/needles, etc. MMCAP is a free, voluntary group purchasing organization operated and managed by the State of Minnesota Department of Administration for government healthcare facilities. MMCAP membership is comprised of thousands of participating facilities in all 50 states and the District of Columbia. **This contract requires MMCAP membership. Only MMCAP Participating Facilities may purchase Products and Services under the terms of this Contract.** MMCAP customers will need an MMCAP User ID and password to access MMCAP's website. Contact the Contract Administrator, Maggie Wilson, to verify MMCAP membership or to set up an account. Once MMCAP membership is obtained, contact vendor to set up an account with them as well.

State Contact Information

Contract Administrator:

Karen Conway
Category Specialist
Central Procurement Office
(615) 507-6211
Karen.Conway@tn.gov

Vendor Contact Information:

Account Managers

Vendor Name:	McKesson Medical-Surgical
Contract:	61088
Vendor Number:	55082
Vendor Contact:	Lori Likens and Tony Nudo

Phone: (423) 335-0432 (Lori's Mobile)
(800) 328-8111 ext 57000 (Tony)
(630) 945-7018 (Tony's Mobile)
Fax: (866) 320-8643 (Lori's Fax)

Email: Lori.likens@McKesson.com
Tony.nudo@McKesson.com

Customer Service:

Phone: (844) 57-MMCAP (66227)
Fax: (800) 237-9766
Email: government.sales@mckesson.com

Contract Detail and Usage Instructions:

- **No Minimum Order Requirements** - During the term of this Contract, there shall be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.
- **Shipping Terms** - Shipments under this contract shall be FOB Destination, freight prepaid and allowed to the MMCAP Participating Facility's receiving dock or if applicable, its pharmacy, unless otherwise agreed to by Vendor and Participating Facility. Title to and risk of loss of the Products covered by this Contract transfers to the MMCAP Participating Facility upon delivery to the MMCAP Participating Facility, as set forth above. During the term of this Contract Vendor shall not add any fuel surcharges to the purchase of any Products covered by this Contract. Notwithstanding the foregoing, emergency orders, rush orders, orders for Products not regularly stocked by Vendor's local servicing Distribution Center, Products dropped shipped from Vendor's Contracted Supplier, and orders not regularly scheduled are subject to an added shipping and handling charge determined by Vendor and disclosed to a MMCAP Participating Facility upon request. Vendor shall have the right to ship the Products at all times via its own vehicle or a carrier selected by Vendor.
- **Delivery Schedule** - Upon request from MMCAP Participating Facility, Vendor will work with MMCAP Participating Facility to establish a routine delivery schedule. Vendor does not guarantee delivery; however, delivery for stock items generally occurs within three (3) business days, from the date the Product is ordered, to have the Product stocked and delivered at no extra cost to the Order Originator, barring any Manufacturer production issues. All expedited deliveries will be made next day, or on the Next Scheduled Delivery Day unless communicated otherwise. MMCAP Participating Facilities will provide the Vendor with a Holiday Schedule throughout the term of this Contract, and Vendor will provide the MMCAP Participating Facilities a Holiday Delivery Schedule, which accommodates the delivery needs of the MMCAP Participating Facilities.

- **Delivery Time** - Vendor's daily order cut off time will be 1pm local time, with the delivery window by 5pm on the scheduled delivery day, depending on location and distance from servicing distribution center. Orders received Monday through Thursday will be delivered in an average turnaround time from the placement of an MMCAP Member's order, to the expected delivery date of the Product of less than three (3) business days. Vendor does not guarantee delivery; however, delivery of stock items generally occurs within three (3) business days after receipt of order. Orders received Friday will be delivered the next business day. Vendor's distribution centers will make a good faith effort to deliver before noon (12pm) local time.
- **Prompt Pay Discounts** – Attachment M (Master Agreement, Attachment M, pg. 67)

Prompt Payment Terms
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AR 2% 10/ NET 30

- **Accessing Attachment A: Products and Services Pricing:** McKesson's price list is available as an attachment under the Edit Comments section of the Contract Entry Page Edison. The MMCAP Participating Member will receive the Contract pricing as set forth, in the following price list tabs: the Brand Label Core Products tab; the Private Label Core Products tab; the Non-Core Products tab; the Equipment Schedule tab, and the Additional Value Offerings tab. The price list for Attachment A on this Agreement is also located next to the Contract, on the MMCAP website (<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>), and login credentials are required in order to access it. Finally, McKesson has catalog functionality available through TNSmartshop in Edison.
- **Product Return Policy:** Attachment I (Master Agreement, Attachment I, pg. 58)
All requests for return of Products must have a return authorization number issued by Seller's customer service department or Seller's automated Customer Service Platform (e.g., SupplyManager). All returned Products must be in the original unopened packaging and in resalable condition, unless due to the fault of Seller. Products cannot be returned if they are: (i) special order Products; (ii) custom Products; (iii) identified as nonreturnable in Supply Manager; or (iv) Products not available for general or unrestricted distribution. The following credit, if applicable, for returnable Products will be issued no later than thirty (30) days after the receipt of the Product and necessary documentation, and the examination and inspection of such return at the local Seller distribution center.
 - Products returned within thirty (30) days of date of invoice that are (i) shipped in error by Seller, (ii) damaged during shipping by Seller, (iii) nonconforming, or (iv) do not meet Seller's standard quality - FULL CREDIT.

- Locally stocked Products returned within thirty (30) days of date of invoice - FULL CREDIT.
- Locally stocked Products returned after thirty (30) but no more than ninety (90) days of date of invoice - FULL CREDIT LESS A 15% RESTOCKING CHARGE.
- Non-locally stocked Products that are returned within thirty (30) days of date of invoice – FULL CREDIT LESS A 20% RESTOCKING CHARGE (plus any additional costs incurred in returning such Products to Supplier such as Supplier restocking fees paid by Seller).
- Non-locally stocked Products that are not returnable to the Supplier - NO CREDIT WILL BE ISSUED
 - Notwithstanding anything above to the contrary, Buyer shall receive FULL CREDIT on any Products returned as the result of a recall or defective condition. Returned items that require a pedigree under applicable law, such as prescription drugs, must be accompanied by the appropriate signed declaration from Buyer. Failure to comply results in NO CREDIT.

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please reference the Job Aid “Requisitions and Purchase Order Document Types”. Just click the title in the blue box.

Billing and Payment Instructions:

Follow your agency specific rules for billing and payments.