

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/30/2019

Contract/Lease Control #: C19-2780-PS

Procurement#:

Contract/Lease Type: AGREEMENT

Award To/Lessee: MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 1/22/2019

Expiration Date: INDEFINITE (UNTIL CANCELLED BY EITHER PARTY)

Description of Contract/Lease: MEMBERSHIP APPLICATION FOR PURCHASING MEDICATION

Department: PS

Department Monitor: VAUGHN

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: SVAUGHN@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 3244-19  
Procurement/Contractor/Lessee Name: MMCAP Grant Funded: YES \_\_\_ NO X  
Purpose: membership application  
Date/Term: until cancelled by either party 1.  GREATER THAN \$100,000  
Amount: 0 2.  GREATER THAN \$50,000  
Department: PS 3.  \$50,000 OR LESS  
Dept. Monitor Name: Vaughn

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 1-14-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: no federal \$ Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attach Date: 1-15-19  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attach Date: 1-15-19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, January 15, 2019 2:35 PM  
**To:** DeRita Mason  
**Cc:** Victoria Taravella  
**Subject:** RE: Narcan Data

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**



1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, January 14, 2019 12:37 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Victoria Taravella <vtaravella@myokaloosa.com>  
**Subject:** FW: Narcan Data

Please review and approve.

Thanks,

DeRita

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**From:** Darrel Welborn  
**Sent:** Monday, January 14, 2019 11:19 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** FW: Narcan Data

DeRita,

The attached application/agreement is with the State of Minnesota Pharmaceutical Distribution. It is a requirement for us to register with them to receive funding for the State of Florida Narcan Grant program (they supply the drug). I would like to start the approval process for this agreement.

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**From:** Shane McGuffin <smcguffin@myokaloosa.com>  
**Sent:** Thursday, January 03, 2019 13:20



**Minnesota Multistate Contracting Alliance for Pharmacy**  
651.201.2420 [www.mmcap.org](http://www.mmcap.org)

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## **Membership Application and Facility Agreement Instructions for Completion**

Thank you for your interest in membership with the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP). Processing a new membership application generally takes less than a week after MMCAP receives it. You will receive a welcome letter and copy of the fully executed Membership Application and Facility Agreement after the membership has been activated.

### **Eligibility**

Membership in MMCAP is limited to facilities that:

1. Have legal authority to contract with the State of Minnesota, and
2. The State of Minnesota has legal authority to contract with the entity. Minnesota's authority is limited by Minnesota Statutes Section 471.59, subdivision 10 to:
  - Other states
  - Agencies of other states
  - Counties
  - Cities
  - School Districts
  - Federally recognized Indian tribes
  - Entities recognized by the member state's statutes as authorized to use that state's commodity or service contracts (Minnesota Statutes Section 16C.03, subdivision 10 – found at: <https://www.revisor.mn.gov/statutes/?id=16C.03>).

### **Application Check List:**

Membership Application completed with each question answered

**If this application includes multiple ship-to locations contact MMCAP Membership at 651.201.2420 or [MMCAP.Membership@state.mn.us](mailto:MMCAP.Membership@state.mn.us).**

Facility Agreement signed by proper authority of the facility applying

Membership Application and Facility Agreement forwarded to MMCAP for final processing, at [MMCAP.Membership@state.mn.us](mailto:MMCAP.Membership@state.mn.us)

If you have any questions, please contact MMCAP at 651.201.2420.



Minnesota Multistate Contracting Alliance for Pharmacy

Membership Application and Facility Agreement

Forward the completed Membership Application and executed Facility Agreement to MMCAP for final processing, at [MMCAP.Membership@state.mn.us](mailto:MMCAP.Membership@state.mn.us)

1. Facility Information:

\* If this application includes multiple ship-to locations contact MMCAP Membership at 651.201.2420

Legal Name: (no abbreviations or acronyms)		
Okaloosa Emergency Medical Services		
"Bill To" Street Address: 312 N. Wilson Suite 203		
City: Crestview	State: Florida	Zip: 32536
"Ship To" Street Address: 714 Essex Road		
City: Fort Walton Beach	State: Florida	Zip: 32547
Facility Website: <a href="http://www.co.okaloosa.fl.us/ps/ems">www.co.okaloosa.fl.us/ps/ems</a>		
Primary Contact Name: J. Shane McGuffin	Title: Section Chief Logistics Finance OCEMS	
Primary Contact Email: <a href="mailto:smcguffin@myokaloosa.com">smcguffin@myokaloosa.com</a>	Primary Contact Phone: 850-259-9419	
Second Contact Name: (two contacts must be listed for facility) Darrel Welborn	Title: EMS Division Chief	
Second Contact Email: <a href="mailto:dwelborn@myokaloosa.com">dwelborn@myokaloosa.com</a>	Second Contact Phone: 850-200-5521	

2. What type of entity is the facility? (Check one)

- |  |  |
|--|--|
| <input type="checkbox"/> State Government                    | <input type="checkbox"/> Non-government Private – non-profit |
| <input checked="" type="checkbox"/> County/Parish Government | <input type="checkbox"/> Federal Government                  |
| <input type="checkbox"/> Municipal Government                |  |

3. What is the primary purpose of your facility? (Check one)

- |   |  |
|---|--|
| <input type="checkbox"/> Central Purchasing/Business Office | <input checked="" type="checkbox"/> Public Safety/First Responders |
| <input type="checkbox"/> Correctional Facility              | <input type="checkbox"/> School/College/University                 |
| <input type="checkbox"/> Convalescence/Nursing Facility     | <input type="checkbox"/> Veterinary                                |
| <input type="checkbox"/> Mental Health                      | <input type="checkbox"/> Other _____                               |
| <input type="checkbox"/> Public Health                      |  |

4. Facility Identifiers:

a) Health Industry Number (HIN), if unknown leave blank:	
b) Facility's State Pharmacy License Number, if applicable:	
c) DEA Number, if applicable (required for controlled substances):	FT5752755

5. Indicate which MMCAP programs the facility intends to use? (Check all that apply)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>Pharmacy Program</b><br><input type="checkbox"/> Pharmaceutical Wholesaler Services (AmerisourceBergen, Cardinal Health, or Morris & Dickson)<br><input checked="" type="checkbox"/> Products<br><input checked="" type="checkbox"/> Prescription Drugs (other than vaccines)<br><input checked="" type="checkbox"/> Vaccines (other than influenza)<br><input type="checkbox"/> Over-the-counter<br><input type="checkbox"/> Nutritional<br><input checked="" type="checkbox"/> Diabetic Supplies (meters/strips/syringes)<br><input type="checkbox"/> Containers and Vials<br><input checked="" type="checkbox"/> Contract Price Auditing<br><input checked="" type="checkbox"/> Returned Goods Processing<br><input type="checkbox"/> Pharmaceutical Repackaging | <input checked="" type="checkbox"/> <b>Influenza Vaccine Program</b><br><input type="checkbox"/> <b>Prescription Filling/Pharmacy Service Program</b><br><input type="checkbox"/> <b>Student Health Oral Contraceptives Program</b><br><input type="checkbox"/> <b>Emergency Preparedness/Stockpiling Program</b><br><input type="checkbox"/> <b>Healthcare Products and Services Program</b><br><input checked="" type="checkbox"/> Medical Supplies & Distribution Services<br><input type="checkbox"/> Dental Supplies & Distribution Services<br><input type="checkbox"/> Drug Testing Kits and Services<br><input type="checkbox"/> Condoms |
|--|--|

6. If anything under "Pharmacy Program" was checked please answer this question, otherwise skip.

Within the past year, has this facility been affiliated with a pharmaceutical group purchasing organization (GPO) other than MMCAP? (Please check one.)

- No
- Yes, but the facility is switching to MMCAP. Attach a signed letter on the facility's letterhead stating that it wishes to discontinue your association with its current pharmaceutical GPO and use MMCAP instead.
- Yes and the facility will remain with its current GPO.
- Current pharmaceutical GPO Name: \_\_\_\_\_
- Products the facility currently purchases: \_\_\_\_\_

\*\*\*\*\* MMCAP WILL COMPLETE THESE TWO QUESTIONS \*\*\*\*\*

7. Specific legal authority under which this facility may purchase goods and services from MMCAP:

\_\_\_\_\_

8. Is the facility 340B (PHS)\* Eligible?

\*The Federal 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal government funding.

- Yes
- No

\*\*\*\*\*

9. Which best describes this facility? (Check all that apply)

- Acute Care
- Adult Daycare
- Ambulatory Care Pharmacy
- Assisted Living
- Clinic (if checked, then check all that apply)
  - city
  - dental
  - dialysis
  - oncology infusion clinic or practice
  - outpatient
  - radiology services
  - state
  - surgical
  - WIC (women, infant, children)
- Central Purchasing/Business Office
- Community/Public Health Nursing
- Corrections
  - city Jail
  - county Jail
  - Juvenile Detention
  - state Prison
- Dentist
- Detoxification
- Education
  - school district
  - elementary
  - secondary
  - post-secondary
- Emergency First Responders
- Emergency Medicine & Ambulance
- Emergency Preparedness
- Health Service
- Home Health
  - home health provider, non-pharmacy
  - home infusion
  - home medical equipment
- Hospice
- Hospital (if checked, then check all that apply)
  - acute care
  - city/ county/ state
  - dialysis
  - long-term care
  - oncology infusion clinic or practice
  - outpatient
  - radiology services
  - surgical
- Juvenile Detention
- Laboratory services
- Long Term Care
- Mail Order Pharmacy
- Mental Health (if checked, then check all that apply)
  - ICF / IDD
  - inpatient
  - outpatient
  - developmental disabilities
- No Care Provided
- Nursing Facility
  - convalescences
  - nursing home
  - inpatient
  - outpatient
- Nutrition Services
- Other (State and Local Gov't) healthcare related:
 

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 EMS / FD First responder groups
- Patient Population Served
  - pediatrics
  - adult
  - geriatrics
- Public Health
- Public Safety
- Rehabilitation (if checked, then check all that apply)
  - inpatient
  - outpatient
  - skilled nursing facilities
- Research/Training
- Senior Services
- Skilled Nursing Facilities
- Specialty Pharmacy/Special Care
- Student Health
- Surgery Center
- University (if checked, then check all that apply)
  - teaching hospital
  - training or research (clinic research centers)
  - college student health services
  - pharmacy school
- Urgent Care Center
- Veterans Home – State
- Veterinary
  - veterinary medicine
  - veterinary medicine – university dept.
  - veterinary zoological medicine



## Minnesota Multistate Contracting Alliance for Pharmacy

50 Sherburne Avenue, Suite 112, St. Paul, MN 55155

651.201-2420

[www.mmcap.org](http://www.mmcap.org)

### Member Facility Agreement

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and the facility named in line one of the Membership Application.

MMCAP is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Office of State Procurement of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Membership in MMCAP is limited to facilities with which the State of Minnesota may contract, as defined by Minnesota Statutes Section 471.59, subdivision 10.

The Member Facility desires to access MMCAP's programs to purchase products and services for the Member Facility.

#### 1. Term of Agreement and Cancellation

This Agreement, which is required by 42 C.F.R. § 1001.952(j) and Minnesota law, will be effective upon the date it is fully executed by all parties; and will remain in effect until cancelled by MMCAP or the Member Facility. This Agreement may be cancelled by either party upon 30 days' written notice to the other party, or immediately upon material breach by one of the parties.

#### 2. Member Facility

The Member Facility:

- A. Certifies it has authority to enter into this Agreement with the State of Minnesota and, where applicable, authorizes MMCAP to negotiate contracts on its behalf. For non-government entities, also certifies it has statutory authority under which it may purchase goods and services from its state's contracts.
- B. Must comply with all applicable laws, rules, and regulations governing government purchasing of pharmaceuticals, and related healthcare products and services when utilizing MMCAP contracts and programs.
- C. Should endeavor, where practical, to purchase its goods and services from MMCAP contracts.
- D. Acknowledges it will be bound by applicable antitrust laws (Robinson-Patman (15 U.S.C. 13 (a)) and purchase products for its "own use" as defined by *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))).
- E. Will not resell (as may be prohibited by law) or divert products obtained under the MMCAP contracts. If there are any questions about the propriety of the use of products purchased from the MMCAP contracts, the Member Facility will obtain an opinion from its legal counsel and notify MMCAP of the decision.
- F. When applicable, acknowledges that the prices made available under MMCAP's contracts may represent a discount to price that must be properly and accurately accounted for and reported in accordance with all federal and state laws, including the anti-kickback law (42 C.F.R. § 1320a-7b(b)(3)(A)) and regulations thereunder (42 C.F.R. §1001.952(h)).
- G. Must comply with the terms and conditions of the applicable MMCAP vendor contracts and usual and customary industry standards, upon making a purchase.
- H. Understands that MMCAP is not liable for any denied pricing, chargeback, refusal of vendors to honor contract pricing, or failure of vendors to deliver the products or services. THE



MEMBER FACILITY ACKNOWLEDGES THAT MMCAP IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY PRODUCT AND SERVICE AND MAKES NO REPRESENTATION AS TO WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS SUPPLIED BY VENDORS UNDER MMCAP CONTRACTS.

- I. Must update MMCAP regarding changes to the Member Facility information and contact person information.
- J. Must promptly pay MMCAP-contracted vendors for all products or services purchased. MMCAP does not assume any responsibility for the accountability of funds expended by the member Facility.

### **3. MMCAP**

MMCAP will:

- A. Select products or services for cooperative contracting under the programs offered.
- B. Comply with Minnesota laws, including procurement and data practices, that require fair and open competition.
- C. Make available copies of contract documents.
- D. Maintain vendor performance records.
- E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Member Facility.
- F. Provide information to the Member Facility regarding products and services available through the MMCAP program.
- G. Distribute to Member Facilities any unused administrative fees collected from contracted vendors (Article 4 below); and annually disclose in writing to Member Facilities, and to the Secretary of the United States Department of Health and Human Services upon request, the amounts received by MMCAP from vendors that were directly attributable to the Member Facility's purchases.

### **4. Administrative Fee Collected from MMCAP's Vendors**

The MMCAP Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member Facilities) to pay an administrative fee to MMCAP. The fee of not more than three percent will be based on a percentage of sales made through the individual contracted vendor. Fees will be collected by the MMCAP office and used to pay for the administrative costs incurred in the operation of MMCAP as approved by the MMCAP Managing Director. Any remaining balance of funds will be returned to active members by means of either a credit to their wholesaler or distributor account, or other mechanism agreed to by the parties, in an amount proportional to the Member Facility's on-contract purchases.

### **5. Assignment, Amendments, Waiver, and Contract Complete**

5.1 **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement.

5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement.

5.3 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

### **6. Liability**

Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this membership agreement will be construed as expanding the limits of liability of the Member Facility beyond the limits of the law of its state. MMCAP's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

**7. State Audits**

As mandated by Minnesota Statutes Section 16C.05, subdivision 5, "the books, records, documents and accounting procedures and practices of the [Member Facility] 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.

IN WITNESS WHEREOF, the undersigned parties represent they have the authority to bind their respective party and have signed intending to be bound thereby.

<b>Member Facility:</b> (Person with legal authority to bind the facility)	<b>State of Minnesota, through its Commissioner of Administration on behalf of MMCAP:</b>
Signature: <u>Jeffrey A. Hyde</u>	Signature: <u>John P. L. Duval</u>
Title: <u>Purchasing Manager</u>	Title: <u>SPA Coordinator</u>
Date: <u>01/17/2019</u>	Date: <u>1-22-2019</u>
	<b>Commissioner of Administration, as delegated to the Office of State Procurement:</b>
	Signature: <u>Janet Tuenbore, Ph.D., BCPS</u>
	Date: <u>1-22-19</u>

**IN AN APPROVAL CAPACITY ONLY:**

State Contact: I have reviewed and approve the facility's eligibility for membership in MMCAP.

By: Joseph Cohen  
Date: 1/18/19

## Victoria Taravella

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**From:** Darrel Welborn  
**Sent:** Wednesday, January 23, 2019 10:28 AM  
**To:** Victoria Taravella  
**Cc:** Stefan W.Vaughn  
**Subject:** FW: Welcome to MMCAP - Okaloosa Emergency Medical Services - FL  
**Attachments:** Okaloosa Emergency Medical Services - FL - 09051501.pdf

Attached please find the agreement between Okaloosa County and the MMCAP program.

Thank you for your assistance.

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**From:** MMCAP Membership (ADM) <MMCAP.Membership@state.mn.us>  
**Sent:** Wednesday, January 23, 2019 10:23  
**To:** Darrel Welborn <dwelborn@myokaloosa.com>; Shane McGuffin <smcguffin@myokaloosa.com>  
**Cc:** MMCAP Membership (ADM) <MMCAP.Membership@state.mn.us>; Watkins, Jasper (ADM) <jasper.watkins@state.mn.us>; Cohen, Joseph <Joseph.Cohen@flhealth.gov>  
**Subject:** Welcome to MMCAP - Okaloosa Emergency Medical Services - FL

Hi,

Welcome to MMCAP! In a fast growing industry with countless choices, we know how important it is to find affordable products and services from a dependable partner.

We greatly appreciate your support, and encourage you to consider and participate in our other programs.

## Your account information

Go to the following address to log in to your shared MMCAP account:

<http://www.mmd.admin.state.mn.us/mmcap/Account/Login.aspx>. Your account information is below. Please change your password upon logging in for the first time.

- MMCAP member ID: 09051501
- Website username: 09051501
- Website password: password1
  - Pharmacy Pricing Catalog: If access is needed, please contact your Senior Account Executive shown below.

## Your Senior Account Executive

Your facility is located in a state that is covered by one of MMCAP's Senior Account Executives. These account representatives are in place to help you get orientated to MMCAP and find answers to your questions.

- Name: Jasper Watkins
- Phone: (706) 580-3391

- Email: [Jasper.Watkins@state.mn.us](mailto:Jasper.Watkins@state.mn.us)
  - MMCAP can also be reached at [MMCAP.Membership@state.mn.us](mailto:MMCAP.Membership@state.mn.us)

## MMCAP's website

MMCAP's website is designed to provide always-updated information on MMCAP's various products and services. Visit us at the following address: <http://www.mmcap.org/>.

## Available programs

MMCAP offers the following products and services to its members:

- [Pharmacy Program](#) – full line of brand and generic pharmaceuticals at competitive prices. In order to receive MMCAP contract pricing several vendors require completed declaration forms to be submitted. Those forms can be accessed [here](#).
- [Clinical Pharmacy Program](#) – facility reviews of purchasing data, drug information communication, and formulary assistance
- [Pharmaceutical Wholesaler Program](#) – facilitation of applicable services, including resolution of stocking issues and price management
- [Prescription Filling/Pharmacy Services](#) – no shipping fees, low dispensing fee, free monthly audits of invoices
- [Healthcare Products and Services](#) – extensive selection of medical supplies, drug testing products and services, condoms, dental supplies, laboratory supplies and more at competitive prices
- [Influenza Vaccine Program](#) – better pricing than private sector, variety of discounts available
- [Emergency Preparedness/Stockpiling Program](#) – dedicated MMCAP staff for disaster preparation

See the [Programs](#) section of MMCAP's website for more information.

We look forward to being your partner and helping you with your healthcare needs!

Sincerely,

Jasper Watkins

Senior Account Executive  
Minnesota Multistate Contracting Alliance for Pharmacy

Office phone: (706) 580-3391

Email address: [Jasper.Watkins@state.mn.us](mailto:Jasper.Watkins@state.mn.us)

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[www.mmcap.org](http://www.mmcap.org)

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA, INC.		<b>NAMED INSURED</b> AmerisourceBergen Corporation ("ABC") & its subsidiary corporations & any formed/acquired entity ABC has majority Interest 1300 Morris Drive Chesterbrook, PA 19087	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Note #4 - This certificate is issued as evidence of insurance for ASD Specialty Healthcare, LLC - a subsidiary of the insured.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 1717 Arch Street Philadelphia, PA 19103 Attn: Jacqueline Mastrangelo 215-246-1399 fax	<b>CONTACT NAME:</b> _____	<b>FAX (A/C, No.):</b> _____
	<b>PHONE (A/C, No., Ext):</b> _____	<b>E-MAIL ADDRESS:</b> _____
CN101440504-MAIN-10M-17-19	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AmerisourceBergen Corporation ("ABC") & its subsidiary corporations & any formed/acquired entity ABC has majority interest 1300 Morris Drive Chesterbrook, PA 19087	<b>INSURER A :</b> ACE Property And Casualty Ins Co	20699
	<b>INSURER B :</b> Illinois Union Insurance Co	27960
	<b>INSURER C :</b> ACE American Insurance Company	22667
	<b>INSURER D :</b> Aspen Lloyds Syndicate 4711	11680
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-005625748-20                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR SEE NOTE #1 BELOW  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			SEE NOTE #1 BELOW			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			ISAH25157606	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			XOO G27978812 003 SEE NOTE #1 BELOW	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 _____ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	NOT PROVIDED BY MARSH USA, INC.			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>MEDICAL PROFESSIONAL LIABILITY</b>			XFL G21820325 011	05/01/2018	05/01/2019	EACH CLAIM/AGGREGATE \$ 10,000,000
D	<b>TECHNOLOGY E&amp;O LIABILITY</b>			FINPB1700032	05/01/2017	06/01/2018	EACH CLAIM/AGGREGATE \$ 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Note #1 - General liability, including product liability, is written through the Umbrella Excess policy over a self-insured retention ("SIR") of \$5 million for product liability claims and a \$1 million SIR for other liability claims. Product liability insurance for Blue Point Pharmaceuticals Laboratories is underwritten on a "claims made" basis.  
 Note #2 - Medical professional liability is underwritten on a claims made basis and subject to a \$1 million SIR.  
 Note #3 - Technology errors and omissions ("E&O"), including cyber, privacy and professional liability, is written on a claims made basis subject to a \$2.5 million SIR.

<b>CERTIFICATE HOLDER</b> Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) Attn: Tricia Heintz 50 Sherburne Avenue, Suite 112 St. Paul, MN 55155	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA, INC.		<b>NAMED INSURED</b> AmerisourceBergen Corporation ("ABC") & its subsidiary corporations & any formed/acquired entity ABC has majority Interest 1300 Morris Drive Chesterbrook, PA 19087	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Note #4 - Coverage listed above is primary (relative to similar insurance maintained by the Certificate Holder) for claims caused by the acts or omissions of the Insured.  
 Note #5 - Certificate Holder is included as additional insured for excess and automobile liability insurance as required by written contract.

Marsh USA Inc.  
1717 Arch Street  
Philadelphia, PA 19103  
[www.marsh.com](http://www.marsh.com)

Dear Certificate Holder:

Enclosed is an updated certificate of insurance for your records. Should you no longer require this certificate, please contact Deb McCafferty directly or return the certificate of insurance to her attention at the address below.

**Deb McCafferty**  
Administrative Assistant  
AmerisourceBergen Corporation  
Risk Management Dept.  
Corporate Office  
1300 Morris Drive  
Chesterbrook, PA 19087  
Work: 610-727-7196  
Fax: 845-483-1888  
[DMcCafferty@amerisourcebergen.com](mailto:DMcCafferty@amerisourcebergen.com)

Sincerely,

Marsh Client Support Services

Marsh USA Inc.  
1717 Arch Street  
Philadelphia, PA 19103  
[www.marsh.com](http://www.marsh.com)

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Enclosed is an updated certificate of insurance for your records. Should you no longer require this certificate, please contact Deb McCafferty directly or return the certificate of insurance to her attention at the address below.

**Deb McCafferty**  
Administrative Assistant  
AmerisourceBergen Corporation  
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1300 Morris Drive  
Chesterbrook, PA 19087  
Work: 610-727-7196  
Fax: 845-483-1888  
[DMcCafferty@amerisourcebergen.com](mailto:DMcCafferty@amerisourcebergen.com)

Sincerely,

Marsh Client Support Services

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Minnesota Multistate Contracting  
Alliance for Pharmacy (MMCAP)  
Attn: Tricia Heintz  
50 Sherburne Avenue, Suite 112  
St. Paul, MN 55155

