



PHARMACEUTICAL REVERSE DISTRIBUTION SERVICES (RETURNED GOODS SERVICES)

NON-MANDATORY FOR STATE AGENCIES

AVAILABLE FOR POLITICAL SUBDIVISIONS

This is a non-mandatory use contract offered to the State of Alaska for the purchase of Returned Good Services. In addition, all other State of Alaska governmental entities may purchase from this contract. Other State of Alaska Governmental entities may include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions – cities, boroughs, and school districts.

Each facility that wishes to use this contract will need to register with MMCAP and receive a MMCAP Member ID number before use can begin.

The State of Alaska has signed a Member Participating Agreements (MPAs) with the vendor(s) listed below. Members have the option of using either of these vendors for Returned Good Services.



Contract MMS2300885

Term: July 1, 2023 - June 30, 2025, with the option to renew.

Vendor Contract Manager:

Jim Shriner
Director of Sales
(800) 257-3527
jshriner@pharmalinkinc.com

Contract Summary:

Off-site reverse distribution and destruction Services will require the Vendor to:

- Make available the forms, labels, and instructions for the Member to prepare, pack, label, and ship controlled and non-controlled items to the Vendor's processing facility in accordance with federal and State regulations.
- Processing returns, which will consist of completing an exact count of every item received from the Member. The Vendor will verify the contents and determine the returned items.

Processing. The Vendor will process all returns within thirty (30) days of receipt from the Member. Within five (5) days of the return being complete, an inventory detailing the following will be provided:

- A. Return date;
- B. Item name, schedule status, NOC, lot number, expiration date, quantity, and manufacturer;
- C. All charges for Services and how the amount was calculated via web portal;
- D. Each Services must be line-itemed and include a description of the Service via web portal;
- E. Fee amounts;
- F. Quantity and unit price of each item processed;

- G. Vendor account number;
- H. Estimated Return Values; and
- I. Non-returnable reason codes.

Web Portal. The Vendor will provide the Member an on-line portal to track returned items through the lifecycle of the return process, obtain certifications of destruction, monitor credits, and fees and credits to be received.

Unique Returns: Vendor facilitates all aspects of the disposal process for drugs which were stockpiled for emergency preparedness according to the manufacturer policy for pandemic or emergency preparedness supply. Vendor shall dispose all viable pharmaceuticals, including products stockpiled for emergency preparedness. To return bulk or stockpiled pharmaceuticals, Members must contact their assigned customer service representative or Vendor's general customer service number to obtain return authorizations. Non-creditable product will be disposed of and charged the rate as determined in **Attachment A**.

LOGISTICS, CREDITS, DISCREPENCIES

- **Transportation.** The Vendor will arrange for all shipment of returned items from the Member to the Vendor; Vendor to manufacturer(s). Prepaid shipping labels are provided to the Member and all shipment costs to the Vendor from the Member and Vendor to manufacturer(s) are covered and paid by the Vendor.
- **Credit Processing.** Once the Vendor has processed a return from a Member, they Will apply for return authorization with the manufacturers within fifteen (15) business days; Vendor will work with the wholesaler with the goal that all credits paid by the manufacturer will show up on the Member's Authorized Wholesaler account within ninety (90) days of their having been reported as available for distribution. The Vendor will track and investigate all open credits and will continue to work on credit recovery for open credits for twelve (12) months from the date of submission.
- **Holding In-Dated Items.** All in-dated items, which for purposes of this Agreement shall mean any item yet to reach its expiration date, will be held in a secure holding facility by the Vendor until such time that they are eligible for credit; There is no-time restriction on how far dated the Vendor will hold the items. All items held will be determined to have a potential return value at the time of the initial process by the Vendor. All In-Dated items will be processed and stored until such time that they can returned according to return policy parameters. Once credit eligible, items shall be prepared for shipment with the goal of the first month they become credit worthy.
- **Controlled Substances.** The Vendor warrants and certifies it is licensed to process all scheduled drugs, as established by the federal government. All controlled substances must be inventoried by the Vendor according to regulatory guidelines. Regardless, if the Vendor is providing on-site or off-site Services, the Vendor must provide mechanisms to segregate the controlled and non-controlled items according to DEA Regulations. The Vendor will prepare DEA Form 222 on-site or provide it via USPS to Members utilizing off-site services. The Vendor will provide all required documentation for the transfer and destruction all controlled substances as required.
 - A. Reconciling Discrepancies: If an item is missing after leaving the custody of the Member, the Vendor will take appropriate steps to investigate and account for the discrepancy in accordance with State and federal regulations. A "Control Discrepancy Memorandum" will be issued for all discrepancies discovered. For all discrepancies, the Vendor must immediately notify the Member to investigate and escalate the situation. Both parties will use good faith cooperation during the investigation; unless one party is found to be majority at fault, the parties will cover their own expenses. If a party is found to be majority at fault, that party will cover or reimburse the other party for their expenses.

- **Waste.** Any item that does not result in a credit for the Member will be considered "**Waste.**" Waste will be disposed of according to applicable law and charged on a per pound basis (**Attachment A**). Vendor will provide a Certificate of Destruction immediately upon availability. The Vendor is classified as the Waste generator and assume responsibility for the legal handling of all non-returnable products. For reporting purposes, the Vendor will separate documentation of controlled, non-controlled, and hazardous waste.

Implementation. The Member will be provided with an account manager who will be responsible for servicing the account and providing customer service. For offsite Services, the Member will have access to all on-line tools to utilize services within three (3) business days. At no additional costs to the Members, at the start of services, the Member and its staff will be offered training on how to prepare a return, access the web portal, generate reports, and any other aspects of the Services as it pertains to the Member. Off-site training for Services will be conducted via phone or video conferences.

Web Portal. Vendor will provide each Member access to a web portal for the purposes of managing their account, specifically viewing the data, reports, and return life-cycle.

Participation:

In order to initiate service, MMCAP Members will need to contact the Pharmalink customer service number (**800-257-3527**) and provide the following information:

1. Facility Name
2. Physical address and billing address
3. Phone/Fax
4. Primary Contacts
5. Contact Email
6. Current DEA License
7. Current State Board of Pharmacy License
8. Copy of Most Recent Wholesaler Invoice
9. MMCAP Infuse Member ID

Pricing:

ATTACHMENT A **Fees**

Estimated Return Value (ERV) Pricing Model

	Off-Site Service Fee
Drug Processing Fee- All Classes	6.9% ERV
Non-Hazardous and Hazardous Waste Disposal Fee	\$2.50/lb
Future Dated Products Reprocessing Fee.	6.9% ERV
Future Dated Products Storage Fee	2.5% PV per month**
DEA Form 222 Generation	\$25/form
CII Controlled Substances Minimum Fee for Service	\$99.00
Minimum Fee Per Service	\$299.00

* Future dated products reprocessing fee is done on future dated items on expiration date of the product

** Product Value (PV) shall mean ERV at the time the product is received and processed.

For more information regarding this contract please reach out to the Office of Procurement and Property Management Alaska Centers of Procurement Excellence at DOA.OPPM.COE@Alaska.gov or:

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