

ATTACHMENT A
National Medicaid Pooling Initiative (“NMPI”) Medicaid Program Participation Agreement
For
_____ **[STATE AGENCY]**

WHEREAS, the State of _____ [STATE] acting by and through the _____ [STATE AGENCY], _____ [ADDRESS] (hereinafter collectively referred to as “**Participating State**”), hereby enters into this NMPI Medicaid Program Participation Agreement (“**Participation Agreement**”) effective as of _____ [DATE], with Magellan Medicaid Administration, Inc. (“**Magellan Medicaid**”).

WHEREAS, the Participating State administers Participating State’s Medicaid Program pursuant to the Social Security Act (42 U.S.C. 1396 *et seq.*); and

WHEREAS, Magellan Medicaid has negotiated and, along with the State of Michigan, entered into Supplemental Rebate Agreements (“**NMPI Agreement(s)**”) with prescription drug manufacturers (“**Manufacturers**”) to provide discounts and rebates (“**State Supplemental Rebate(s)**”) on certain of such Manufacturers’ drug products that are covered by the Participating State’s Medicaid Program; and

WHEREAS, the Participating State represents and warrants that it has determined any Medicaid MCO for which State Supplemental Rebates will be invoiced hereunder (a “**Participating Medicaid MCO**”) is eligible for such Supplemental Rebates and has documented such determination via applicable regulation, law, contract, or other formal state agency issuance.

WHEREAS, the Participating State desires to access State Supplemental Rebates; and

WHEREAS, the Participating State has contracted with Magellan Medicaid for the provision of State Supplemental Rebate contracting and preferred drug list (“**PDL**”) administration and invoicing services; and

WHEREAS, “**Controlling Agreement**” shall mean the contract between Magellan Medicaid, as either a prime contractor or a subcontractor, and a Participating State pursuant to which Magellan Medicaid is obligated to provide one or more of the following services to the Participating State: State Supplemental Rebate negotiation, contracting services, PDL design and maintenance, and pharmacy and therapeutics committee administration services.

WHEREAS, the states named in the NMPI Catalogue of Participating State Medicaid Programs (Attachment B to the NMPI Agreement) have signed a Participation Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein and in the NMPI Agreement, the parties agree as follows:

- 1. Obligations of Parties:** Participating State hereby agrees to participate in the multi-state State Supplemental Rebate pooling program known as the National Medicaid Pooling Initiative (“**NMPI**”) and understands and agrees to be bound by the terms of the NMPI Agreement.

Magellan Medicaid agrees to negotiate and enter into State Supplemental Rebate Agreements on behalf of Participating State and other state Medicaid agencies who agree to participate in NMPI.

- 2. Notices:** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. A party may at any time give notice in writing to the other parties of a change of name, address, telephone, or telefacsimile number.

To Participating State:

Telephone _____
Telefacsimile _____

To Magellan Medicaid:

Magellan Medicaid Administration, Inc.
Attn: Chief Financial Officer
With a copy to: Legal Department
11013 W. Broad St.
Suite 500
Glen Allen, Virginia 23060-5937

- 3. Term.** This Participation Agreement shall be effective as to Participating State as of the date herein stated above in this Participation Agreement, subject to CMS authorization, and shall continue in effect until _____ [DATE]. Thereafter, this Participation Agreement shall automatically renew for successive one (1)-year terms, unless this Participation Agreement is otherwise terminated as provided for in this Participation Agreement or until such time as the Controlling Agreement between the Participating State and Magellan Medicaid is terminated. Notwithstanding the forgoing, no rebates shall accrue hereunder with respect to any drug product until the latter of the date: (i) such drug product is effective upon public dissemination of Participating State's Preferred Drug List via website for providers and prescribers, (ii) the applicable Participation Agreement is fully executed and a copy provided to the Manufacturer, or (iii) the effective date of CMS approval of the Participating State's applicable state plan amendment.
- 4. Termination by Participating State.** Participating State may terminate its participation in the NMPI Agreements by giving Manufacturer and Magellan Medicaid Administration written notice

at least (90) days prior to the anniversary date of the NMPI Agreement, in which case termination shall become effective as to the terminating Participating State on the anniversary date of the NMPI Agreement and as further defined in Sections 8.3 of the NMPI Agreement.

5. **Addition of Participating Medicaid MCOs.** To the extent permitted by: (i) CMS, (ii) applicable law, and (iii) the Participating State Medicaid Plan, any Participating State added hereunder may elect, but shall not be required, to include Medicaid Utilization from all Participating Medicaid MCOs in their Supplemental Rebate invoices, provided that the Participating State provide to Magellan Medicaid an executed and complete copy of Attachment A-2 indicating such election, along with any required attachments thereto. Supplemental Rebates shall begin to accrue to Participating Medicaid MCO(s) pursuant to this Participation Agreement for a Covered Product upon the later of: (i) Magellan Medicaid receiving the applicable State's complete and executed Attachment A-2 (along with any required attachments) electing to include Participating Medicaid MCO utilization hereunder, or (ii) effective date for such Participating Medicaid MCO utilization, as set forth on Attachment A-2. The Participating State shall be solely responsible for ensuring that all Participating Medicaid MCOs for which utilization is invoiced for Supplemental Rebates comply with all applicable terms and conditions of this Participation Agreement, applicable law, the State Medicaid Plan, and the Participating State's contracts with its Medicaid MCOs.
6. The undersigned Participating State acknowledges that manufacturer rebate pricing information is confidential information under applicable Federal law and shall be exempt from public disclosure pursuant to _____.
7. The undersigned Participating State represents that it has not requested authorization from CMS to include any state pharmaceutical assistance program within the rebate provisions of the NMPI Agreement [or CMS has authorized the inclusion of Not Applicable within the NMPI Agreement]. The above representation shall not prohibit the undersigned Participating State from requesting CMS authorization to include (other) pharmaceutical assistance programs within the NMPI Agreement at a later date. Upon receipt of CMS authorization, Participating State shall give written notice to Manufacturer of the date Manufacturer's Supplemental Covered Product is effectively placed on the preferred drug list of the undersigned Participating State's non-Medicaid programs approved by CMS in the Medicaid state plan(s) by completing the attached Exhibit A-1.
8. Any state which has the necessary state and CMS authorizations to operate a PDL and State Supplemental Rebate program and which is contracted to utilize Magellan Medicaid Administration to administer its PDL and Supplemental Rebate program is eligible to join NMPI as a Participating State subject to CMS authorization. Upon the expansion or contraction of NMPI, to either include a state Medicaid agency as a Participating State Medicaid Program or exclude a Participating State Medicaid Program, Magellan Medicaid Administration shall expressly notify in writing all Participating States as to the identity of the newly included state agency or the identity of newly excluded Participating State along with the effective date for such inclusion or exclusion.

IN WITNESS WHEREOF, the Participating State and Magellan Medicaid have caused this Participation Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

[Participating State]

Magellan Medicaid Administration, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____