

Office of State Procurement
State of Louisiana
Division of Administration

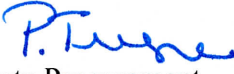
JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

MEMORANDUM OSP 18-04

TO: All Department Undersecretaries, Agency Heads, Business Managers,
and Contract Officers of all State Departments and Agencies, Colleges
and Universities, Boards and Commissions

FROM: Paula Tregre 
Director of State Procurement

DATE: January 24, 2018

SUBJECT: Comprehensive Statewide Drug Testing Contract

Please be advised that the current drug testing contract ([#4400003743](#)) with RN Expertise will expire effective January 31, 2018. OSP has established replacement contracts with vendors through MMCAP, the Minnesota Multistate Contracting Alliance for Pharmacy which ensures the best value for pharmaceuticals and health care products and services to government facilities across the nation.

State Agencies will need to individually register with MMCAP in order to participate. There is no cost to register. MMCAP offers drug testing products along with third party administration with SAMHSA Certified Labs and Legal Services.

The following link will direct you to the MMCAP home page.
<http://www.mmd.admin.state.mn.us/MMCAP/default.aspx>

Benefits of MMCAP?

- States have a voice in MMCAP operations
- Reduced costs for products and services
- Careful contract management for members benefit
- Customer service
- Ease of use
- Members establish an individualized formulary based on MMCAP's complete line of pharmaceuticals

- Minnesota procurement guidelines meet the State's procurement requirements
- Annual Distributor Rebate Credit is issued to each participating facility that actually purchased contract pharmaceuticals from MMCAP contracts during the previous contract year

Please see the attached membership application and email the completed version to Ingrid Fields in the office of State Procurement at Ingrid.Fields@la.gov.

In addition, see the attached list of contact information for the contracts available on eCat below:

Contract Number	T Number	Service Name	Vendor Name	Vendor Number
4400011171	92888	MMCAP Drug Testing	Redwood Toxicology Laboratory, Inc.	310039021
4400008425	92888	MMCAP Drug Testing	American Bio Medica Corp	310045192
4400008700	92888	MMCAP Drug Testing	Phamatech Inc.	310057929
4400013630	92888	MMCAP Drug Testing	Premier Biotech	310042101

Lastly, all drug testing sites under the previous Statewide Comprehensive Drug Testing contract through RN Expertise are available through these vendors. (See attached list of locations.)

If you would like to learn more, schedule an informational meeting or call, or enroll in the program, please contact Ingrid Fields at (225) 342-8015.



Minnesota Multistate Contracting Alliance for Pharmacy

651.201.2420 www.mmcap.org

Membership Application and Membership 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 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:

Application fully completed with each question answered

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

Application signed by facility representative

Member Facility Agreement fully executed by proper authority of the facility applying

Application and Member Facility Agreement forwarded to the applicable MMCAP State Contact for final processing

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



Minnesota Multistate Contracting Alliance for Pharmacy

Facility Membership Application

Forward the completed application and executed Member Facility Agreement to your State Contact for final processing. (A list of State Contacts may be found at www.mmcap.org, click on “What is MMCAP,” then on “State Contacts.”) The State Contact will then forward the authorized form to the MMCAP office for processing.

Type or Print Clearly

1. Indicate the **specific legal authority** under which this facility may purchase goods and services from MMCAP:

_____ (i.e., statutory authority to be able to contract with the State of Minnesota or governing board resolution). Leave blank if you need assistance with this question from the MMCAP State Contact or MMCAP.

2. Facility’s Full Legal Name (no abbreviations):

3. Complete “Bill To” Street Address: _____

City: _____ State: _____ Zip: _____

4. Complete “Ship To” Street Address, if different: _____

City: _____ State: _____ Zip: _____

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

5. Facility Website: _____

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

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

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

- | | |
|---|---|
| <input type="checkbox"/> Central Purchasing/Business Office | <input 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 | |

8. Health Industry Number (HIN), if known: _____

MMCAP can assist in obtaining this number when the application is processed. Indicate need for assistance on line above.

9. DEA Number, if applicable (required for controlled substances): _____

10. Facility's State Pharmacy License Number, if applicable: _____

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

- | | |
|--|--|
| <ul style="list-style-type: none"><input type="checkbox"/> Pharmacy Program<input type="checkbox"/> Pharmaceutical Wholesaler Services
(AmerisourceBergen, Cardinal Health, or
Morris & Dickson)<input type="checkbox"/> Products<ul style="list-style-type: none"><input type="checkbox"/> Prescription Drugs (other than vaccines)<input type="checkbox"/> Vaccines (other than influenza)<input type="checkbox"/> Over-the-counter<input type="checkbox"/> Nutritionals<input type="checkbox"/> Diabetic Supplies (meters/strips/syringes)<input type="checkbox"/> Containers and Vials<input type="checkbox"/> Contract Price Auditing<input type="checkbox"/> Returned Goods Processing<input type="checkbox"/> Pharmaceutical Repackaging | <ul style="list-style-type: none"><input type="checkbox"/> Influenza Vaccine Program<input type="checkbox"/> Prescription Filling/Pharmacy Service Program<input type="checkbox"/> Student Health Oral Contraceptives Program<input type="checkbox"/> Emergency Preparedness/Stockpiling Program<input type="checkbox"/> Healthcare Products and Services Program<ul style="list-style-type: none"><input type="checkbox"/> Medical Supplies & Distribution Services<input type="checkbox"/> Dental Supplies & Distribution Services<input type="checkbox"/> Drug Testing Kits and Services<input type="checkbox"/> Laboratory Supplies<input type="checkbox"/> Condoms |
|--|--|

12. 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
- Unsure

13. 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: _____

14. 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*
 - 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)
 - ICFMR (intermediate care facility for mentally retarded)*
 - inpatient*
 - outpatient*
 - developmental disabilities*
- No Care Provided
- Nursing Facility
 - convalescences*
 - nursing home*
 - inpatient*
 - outpatient*
- Nutrition Services
- Other (State and Local Gov't) healthcare related:

- 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*

Facility Contacts: Not all facilities will have three contacts. Listing at least one main contact person is required.

15. Designated Facility MMCAP contact person: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

16. Alternate Facility MMCAP contact person: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

17. Facility's Purchasing MMCAP contact person: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

APPROVALS

Applicant Facility:

The information above is true and correct.

Signed: _____ Date: _____

Facility Representative

MMCAP State Contact Review:

Forward signed application and agreement on to the applicable MMCAP State Contact for final processing. A list of MMCAP State Contacts may be found at www.mmcap.org, click on "What is MMCAP," then on "State Contacts." Facilities located in Connecticut, Illinois, Massachusetts, Ohio, and Pennsylvania mail directly to mn.multistate@state.mn.us.

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

Signed: _____ Date: _____

MMCAP State Contact



Minnesota Multistate Contracting Alliance for Pharmacy

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

651.201-2420

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

Facility’s complete legal name (do not use acronyms)

_____ (“Member Facility”).

Full address including city, state, and zip code

MMCAP is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Materials Management Division 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 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 contract data sheets; found on the MMCAP website at www.mmcap.org.
- 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.
- K. May be inactivated from MMCAP membership if there is no participation for 18 consecutive months.

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.

Member Facility:

(Person with legal authority to bind the facility)

By: _____

Title: _____

Date: _____

State of Minnesota, through its Commissioner of Administration on behalf of MMCAP:

By: _____

Title: _____

Date: _____

Commissioner of Administration, as delegated to the Materials Management Division:

By: _____

Date: _____

Premier Biotech Contract 4400013630 Drug Testing Sites

CITY	DISTANCE	BAT	COLLECTION SITE NAME	ADDRESS	CITY	ST	ZIP
Alexandria LA 71301 BA	1.6	Y	Injury Management Specialists - Injury Management Specialists	1309 Texas Ave	Alexandria	LA	71301
Amite LA 70422 BA	14	Y	Gulf South Medical Testing LLC	1735 1/2 SW Railroad Ave	Hammond	LA	70403-6115
Baton Rouge LA 70808	3.5	Y	WorkForce Med Center - WorkForce Med Center	604 Chevelle Ct Ste B	Baton Rouge	LA	70806-6502
Bogalusa LA 70427 BA	2.2	Y	Ard Safety and Investigations Services	815 Ave F Ste d	Bogalusa	LA	70427
Covington LA 70433	4.3	Y	ARCPPoint Labs of Covington	7043 Highway 190 East STE A	Covington	LA	70433
Gretna LA 70056	5.1	Y	Tulane Drug Analysis Lab	1340 Poydras Street, Ste 2040	New Orleans	LA	70112
Hammond LA 70403	1.4	Y	Gulf South Medical Testing LLC	1735 1/2 SW Railroad Ave	Hammond	LA	70403-6115
Houma LA 70360 BA	5.4	Y	Advance Safety Training & Consultants	1202 Saint Charles St	Houma	LA	70360
Jackson LA 70748 BA	28.1	Y	WorkForce Med Center	604 Chevelle Ct Ste B	Baton Rouge	LA	70806
Kenner LA 70062 BA	5.6	Y	EMSI- New Orleans	3525 N Causeway Blvd STE 801	Metairie	LA	70002
Kenner LA 70062 BA	9	T	Tulane Drug Analysis Lab	1340 Poydras Street, Ste 2040	New Orleans	LA	70112
Lafayette LA 70503	1	Y	Stafford Health Care Clinic	3251 Ambassador Caffery Pkwy S	Lafayette	LA	70506
Lake Charles LA 70601 BA	2.9	Y	Iles Medical Testing	226 West Prien Lake Rd Ste 2	Lake Charles	LA	70601
Lake Charles LA 70605	1.6	Y	Iles Medical Testing	226 West Prien Lake Rd Ste 2	Lake Charles	LA	70601
Leesville LA 71446	8.7	Y	Carlock Family Medical Clinic	1100 Nolan Trce	Leesville	LA	71446
Longview TX 75601	4.1	Y	Texas Alcohol and Drug Testing Service	3417 W Marshall Ave	Longview	LA	75604
Mandeville LA 70471	2.6	Y	ARCPPoint Labs of Covington	7043 Highway 190 East STE A	Covington	LA	70433
Metairie LA 70006	2.0	Y	EMSI- New Orleans	3525 N Causeway Blvd STE 801	Metairie	LA	70002
Metarie LA 70006 BA	2.0	Y	EMSI- New Orleans	3525 N Causeway Blvd STE 801	Metairie	LA	70002
Metarie LA 70006 BA	7.0	Y	Tulane Drug Analysis Lab	1340 Poydras Street, Ste 2040	New Orleans	LA	70112
Monroe LA 71201 BA	0.3	Y	B.A.T. Collection Services LLC- in out labs	2207 LIBERTY ST	MONROE	LA	71201
Natchez MS 39120	4.4	Y	Workforce Consultants of MS	287 Lower Woodville Rd	Natchez	ms	39120
Natchitoches LA 71457		Y	Natchitoches Urgent Care	321 Keyser Ave.	Natchitoches	LA	71457
Natchitoches LA 71458		N	Outpt Med Center	1640 Breazeale Springs Street	Natchitoches	LA	71457
New Iberia LA 70560	14.0	Y	Gulf Regional Occupational Medical Ctr	121 E. St. Victor Street	Abbeville	LA	70510
New Orleans LA 70112 BA	0.4	Y	Tulane Drug Analysis Lab	1340 Poydras Street, Ste 2040	New Orleans	LA	70112
New Orleans LA 70130	1.1	Y	Tulane Drug Analysis Lab	1340 Poydras Street, Ste 2040	New Orleans	LA	70112
Norco,LA 70079	8.0	Y	Accredited Drug & Alcohol Testing	13128 Highway 90	Boutte	LA	70039
Pineville LA 71360 BA	3.4	Y	Injury Management 126 Kings Country	126 Kings Country	Pineville	LA	71360
Port Allen LA 70767 BA	12.0	Y	WorkForce Med Center - WorkForce Med Center	604 Chevelle Ct Ste B	Baton Rouge	LA	70806-6502
Reserve LA 70084	8.0	Y	Accredited Drug & Alcohol Testing	13128 Highway 90	Boutte	LA	70039
Rosepine LA 70659 BA	5.0	Y	Business Health Partners	1808 Hwy 190 W	Deridder	LA	70634
Shreveport LA 71105	1.0	N	EMSI-Monroe	1953 E 70Th St #2	Shreveport	LA	71105
Shreveport LA 71105		N	LabCorp	2920 Knight St Ste 108	Shreveport	LA	71105
Shreveport LA 71105		Y	Work Kare - North	1666 E. Bert Kouns Industrial Loop, S	Shreveport	LA	71105
Slidell LA 70458	18.0	Y	ARCPPoint Labs of Covington	7043 Highway 190 East STE A	Covington	LA	70433
Sulphur LA 70663 BA	6.5	Y	Business Health Partners Paraccdocs LLC	3649 S BEGLIS PKWY	SULPHUR	LA	70665
Sulphur LA 70663 BA	11.0	Y	Iles Medical Testing	226 West Prien Lake Rd Ste 2	Lake Charles	LA	70601
Tallulah LA 71282	20.0	Y	Medical Clinic of Vicksburg	2080 S. I-20 Frontage Rd.	Vicksburg	MS	39180
Texarkana TX 75503	7.0	Y	HealthCare Express	4701 W 7Th St	Wake Village	TX	75501
Ville Platte LA 70586	2.1	Y	Mercy Regional Medical Center	800 E Main ST	Ville Platte	LA	70586
West Monroe LA 71291	3.3	Y	EMSI-Monroe	3101 Cypress St Ste 6	West Monroe	LA	71291
Zachary LA 70791 BA	15.0	Y	WorkForce Med Center	604 Chevelle Ct Ste B	Baton Rouge	LA	70806