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:

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>T Number</th>
<th>Service Name</th>
<th>Vendor Name</th>
<th>Vendor Number</th>
</tr>
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<tr>
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<td>310045192</td>
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<td>MMCAP Drug Testing</td>
<td>Premier Biotech</td>
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</table>

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.
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.
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)**

   - State Government
   - County/Parish Government
   - Municipal Government
   - Non-government Private – for profit
   - Non-government Private – non-profit
   - Federal Government

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

   - Central Purchasing/Business Office
   - Correctional Facility
   - Convalescence/Nursing Facility
   - Mental Health
   - Public Safety/First Responders
   - Public Health
   - School/College/University
   - Veterinary
   - Other___________________________________________

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)**

- ☐ Pharmacy Program
  - ☐ Pharmaceutical Wholesaler Services
    (AmerisourceBergen, Cardinal Health, or Morris & Dickson)
  - ☐ Products
    - ☐ Prescription Drugs (other than vaccines)
    - ☐ Vaccines (other than influenza)
    - ☐ Over-the-counter
    - ☐ Nutritional
    - ☐ Diabetic Supplies (meters/straps/syringes)
    - ☐ Containers and Vials
  - ☐ Contract Price Auditing
  - ☐ Returned Goods Processing
  - ☐ Pharmaceutical Repackaging

- ☐ Influenza Vaccine Program
- ☐ Prescription Filling/Pharmacy Service Program
- ☐ Student Health Oral Contraceptives Program
- ☐ Emergency Preparedness/Stockpiling Program

- ☐ Healthcare Products and Services Program
  - ☐ Medical Supplies & Distribution Services
  - ☐ Dental Supplies & Distribution Services
  - ☐ Drug Testing Kits and Services
  - ☐ Laboratory Supplies
  - ☐ 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.


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 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: ________________________________
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<tr>
<th>CITY</th>
<th>DISTANCE</th>
<th>BAT</th>
<th>COLLECTION SITE NAME</th>
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<td>LA</td>
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<td>Bogalusa</td>
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<td>LA</td>
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<td>Tulane Drug Analysis Lab</td>
<td>1340 Poydras Street, Ste 2040</td>
<td>New Orleans</td>
<td>LA</td>
<td>70112</td>
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<td>LA</td>
<td>70403-6115</td>
</tr>
<tr>
<td>Houma LA 70360 BA</td>
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<td>Advance Safety Training &amp; Consultants</td>
<td>1202 Saint Charles St</td>
<td>Houma</td>
<td>LA</td>
<td>70360</td>
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<tr>
<td>Jackson LA 70748 BA</td>
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<td>Kenner LA 70626 BA</td>
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<td>3525 N Causeway Blvd STE 801</td>
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<td>1340 Poydras Street, Ste 2040</td>
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<tr>
<td>Lafayette LA 70503</td>
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<td>Stafford Health Care Clinic</td>
<td>3251 Ambassador Caffery Pkwy S</td>
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<tr>
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<td>Y</td>
<td>Carlock Family Medical Clinic</td>
<td>1100 Nolan Trce</td>
<td>Leesville</td>
<td>LA</td>
<td>71446</td>
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<tr>
<td>Longview TX 75601</td>
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<td>Texas Alcohol and Drug Testing Service</td>
<td>3417 W Marshall Ave</td>
<td>Longview</td>
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<td>Mandeville LA 70471</td>
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<td>7043 Highway 190 East STE A</td>
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<td>MONROE</td>
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<td>71201</td>
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<td>Natchez MS 39120</td>
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<td>287 Lower Woodville Rd</td>
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<td>321 Keyser Ave.</td>
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<tr>
<td>Natchitoches LA 71458</td>
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<td>Outpt Med Center</td>
<td>1640 Breazeale Springs Street</td>
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<td>LA</td>
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<tr>
<td>New Iberia LA 70560</td>
<td>14.0</td>
<td>Y</td>
<td>Gulf Regional Occupational Medical Ctr</td>
<td>121 E. St. Victor Street</td>
<td>Abbeville</td>
<td>LA</td>
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<td>New Orleans LA 70112 BA</td>
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<td>Pineville LA 71360 BA</td>
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