



## Minnesota Multistate Contracting Alliance for Pharmacy

651.201.2420 [www.mmcap.org](http://www.mmcap.org)

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### 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
  - 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
- 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](http://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: \_\_\_\_\_

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)

- Pharmacy Program**
  - Pharmaceutical Wholesaler Services (AmerisourceBergen, Cardinal Health, or Morris & Dickson)
  - Products
    - Prescription Drugs (other than vaccines)
    - Vaccines (other than influenza)
    - Over-the-counter
    - Nutritionals
    - Diabetic Supplies (meters/strips/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. If 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:
 

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- 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](http://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](mailto: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](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

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

(“Member Facility”).

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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.
- D. Should endeavor, where practical, to purchase its goods and services from MMCAP contracts.
- E. 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))).
- F. 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.
- G. 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)).

- H. Must comply with the terms and conditions of the applicable MMCAP vendor contract data sheets; found on the MMCAP website at [www.mmcap.org](http://www.mmcap.org).
- I. 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.
- J. Must update MMCAP regarding changes to the Member Facility information and contact person information.
- K. 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.
- L. 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: \_\_\_\_\_