

## Membership Application & Facility Agreement Instructions for Completion

Thank you for your interest in becoming an MMCAP Infuse member.

New member applications generally take less than one week to process upon receipt. Once your membership has been approved and activated, you will receive a welcome letter and a copy of the fully-executed Membership Application and Facility Agreement.

### Eligibility

MMCAP Infuse membership 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

☐ Membership Application completed with each question answered

**If this application includes multiple ship-to locations contact MMCAP Infuse Membership at 651.201.2420 or [mmcap\\_infuse.membership@state.mn.us](mailto:mmcap_infuse.membership@state.mn.us).**

☐ Facility Agreement signed by proper authority of the facility applying

☐ Membership Application and Facility Agreement forwarded to MMCAP Infuse for final processing, at [mmcap\\_infuse.membership@state.mn.us](mailto:mmcap_infuse.membership@state.mn.us)

If you have any questions, please contact MMCAP Infuse at (651) 201-2420.

## Membership Application and Facility Agreement

Forward the completed Membership Application and executed Facility Agreement to MMCAP Infuse for final processing, at [mmcap\\_infuse.membership@state.mn.us](mailto:mmcap_infuse.membership@state.mn.us)

### 1. Facility Information:

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

Legal Name (no abbreviations or acronyms):		
"Bill To" Street Address:		
City:	State:	Zip:
"Ship To" Street Address:		
City:	State:	Zip:
Facility Website:		
Primary Contact Name:	Title:	
Primary Contact Email:	Primary Contact Phone:	
Second Contact Name (two contacts must be listed for facility):	Title:	
Second Contact Email:	Second Contact Phone:	

### 2. What type of entity is the facility? (Check one)

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

### 3. What is the primary purpose of your facility? (Check one)

- |   |   |
|---|---|
| <input type="checkbox"/> Central Purchasing/Business Office | <input type="checkbox"/> Public Health                  |
| <input type="checkbox"/> Correctional Facility              | <input type="checkbox"/> Public Safety/First Responders |
| <input type="checkbox"/> Convalescence/Nursing Facility     | <input type="checkbox"/> Veterinary                     |
| <input type="checkbox"/> Mental Health                      | <input type="checkbox"/> Other: _____                   |

#### 4. Facility Identifiers

a) Health Industry Number (HIN) - <b>if unknown, leave blank:</b>
b) Facility's State Pharmacy License Number, if applicable:
c) DEA Number, if applicable (required for controlled substances):

#### 5. Indicate which MMCAP Infuse programs the facility intends to use (Check all that apply):

##### ☐ Pharmacy

- ☐ 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
- ☐ Pharmaceutical Reverse Distribution
- ☐ Pharmaceutical Repackaging

##### ☐ Influenza Vaccine

##### ☐ Prescription Filling/Pharmacy Services

##### ☐ Animal Health

##### ☐ Emergency Preparedness/Stockpiling

##### ☐ Healthcare Products & Services

- ☐ Medical Supplies & Distribution Services
- ☐ Dental Supplies & Distribution Services
- ☐ Drug Testing Kits & Services
- ☐ Condoms

#### 6. If anything under "Pharmacy Program" was checked please answer this question, otherwise skip.

Within the past year, has this facility been affiliated with a pharmaceutical group purchasing organization (GPO) other than MMCAP Infuse? (Please check one.)

- ☐ No
- ☐ Yes, but the facility is switching to MMCAP Infuse. 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 Infuse instead.
- ☐ Yes, and the facility will remain with its current GPO.

Current pharmaceutical GPO Name: \_\_\_\_\_

Products the facility currently purchases: \_\_\_\_\_

**\*\*\* MMCAP Infuse will complete these two questions \*\*\***

#### 7. Specific legal authority under which this facility may purchase goods and services from MMCAP Infuse:

#### 8. 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

9. Which best describes the 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
    - ☐ Juvenile Detention
    - ☐ 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)
    - ☐ ICF / IDD
    - ☐ 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



**MMCAP Infuse**  
**50 Sherburne Avenue, Suite 112, St. Paul, MN 55155**  
**(651) 201-2420**  
**<https://infuse-mn.gov>**

## **Member Facility Agreement**

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of MMCAP Infuse and the facility named in line one of the Membership Application.

MMCAP Infuse is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Office of State Procurement 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 Infuse 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 Infuse'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 canceled by MMCAP Infuse or the Member Facility. This Agreement may be canceled 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 Infuse 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 healthcare products and services when utilizing MMCAP Infuse contracts and programs.
- C. Should endeavor, where practical, to purchase its goods and services from MMCAP Infuse 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 Infuse contracts. If there are any questions about the propriety of the use of products purchased from the MMCAP Infuse contracts, the Member Facility will obtain an opinion from its legal counsel and notify MMCAP Infuse of the decision.
- F. When applicable, acknowledges that the prices made available under MMCAP Infuse'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 Infuse vendor contracts and usual and customary industry standards, upon making a purchase.
- H. Understands that MMCAP Infuse 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 INFUSE 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 INFUSE CONTRACTS.

I. Must update MMCAP Infuse regarding changes to the Member Facility information and contact person information.

J. Must promptly pay MMCAP Infuse-contracted vendors for all products or services purchased. MMCAP Infuse does not assume any responsibility for the accountability of funds expended by the member Facility.

### 3. MMCAP Infuse

MMCAP Infuse 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 Infuse 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 Infuse from vendors that were directly attributable to the Member Facility's purchases.

### 4. Administrative Fee Collected from MMCAP Infuse's Vendors

The MMCAP Infuse Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member Facilities) to pay an administrative fee to MMCAP Infuse. 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 Infuse office and used to pay for the administrative costs incurred in the operation of MMCAP Infuse as approved by the MMCAP Infuse 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 Infuse'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.

<p><b>Member Facility:</b> (Person with legal authority to bind the facility)</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>State of Minnesota, through its Commissioner of Administration on behalf of MMCAP Infuse:</b></p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><b>Commissioner of Administration, as delegated to the Office of State Procurement:</b></p> <p>Signature: _____</p> <p>Title: _____</p>
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## IN AN APPROVAL CAPACITY ONLY:

**State Contact:** I have reviewed and approve the facility’s eligibility for membership in MMCAP Infuse.

By: \_\_\_\_\_

Date: \_\_\_\_\_