



Membership Application and Facility Agreement

NARCAN

Forward the completed Membership Application and executed Facility Agreement to MMCAP Infuse for final processing, at MMCAP.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): Pasco County Corrections Department (BOCC)		
"Bill To" Street Address: 20101 Central Blvd		
City: Land O'Lakes	State: Florida	Zip: 34637
"Ship To" Street Address: 20101 Central Blvd		
City: Land O'Lakes	State: Florida	Zip: 34637
Facility Website: pascocountyfl.net		
Primary Contact Name: Theresa Barmann	Title: Captain-Professional Development	
Primary Contact Email: tbarmann@pascocorrections.net	Primary Contact Phone: 813-235-6002	
Second Contact Name (two contacts must be listed for facility): Nicole Ojeda	Title: Lieutenant-Professional Development	
Second Contact Email: nojeda@pascocorrections.net	Second Contact Phone: 813-235-6031	

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

- | | |
|--|--|
| <input type="checkbox"/> State Government | <input type="checkbox"/> Non-government Private - non-profit |
| <input checked="" 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 checked="" 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) - **if unknown, leave blank:** Pending 03.15.23

b) Facility's State Pharmacy License Number, if applicable:
PH15762

c) DEA Number, if applicable (required for controlled substances):
FP4202115

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
 - Nutritional
 - Diabetic Supplies (meters/strips/syringes)
 - Containers and Vials
- Contract Price Auditing
- Returned Goods Processing
- Pharmaceutical Repackaging

Influenza Vaccine

Prescription Filling/Pharmacy Services

Student Health Oral Contraceptive

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: FL. Stat. § 381.0203

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

03/15/2023 GMB ✓



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:
-
- 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>Member Facility: (Person with legal authority to bind the facility)</p> <p>Signature: <u>Carrie C. Roberts</u> <small>Digitally signed by Carrie C. Roberts Date: 2023.02.23 13:12:07 -05'00'</small></p> <p>Title: <u>Purchasing Director</u></p> <p>Date: <u>2/23/2023</u></p>	<p>State of Minnesota, through its Commissioner of Administration on behalf of MMCAP Infuse:</p> <p>Signature: <u><i>James Babbitt</i></u> <small>DocuSigned by: DDE5B1490A484FC...</small></p> <p>Title: <u>Legal and Compliance Manager</u></p> <p>Date: <u>3/16/2023</u></p> <p>Commissioner of Administration, as delegated to the Office of State Procurement:</p> <p>Signature: <u><i>[Signature]</i></u> <small>DocuSigned by: 8EF19316852F4F7...</small></p> <p>Title: <u>Membership, Marketing and Field Services Manager</u> <u>3/16/2023</u></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: *Isaiiah Hill*

Date: 3/15/2023