



Council Report

776 N.E. 125 Street, North Miami, Florida 33161

To: The Honorable Mayor and City Council

From: Larry Juriga, Chief of Police

Date: September 25th, 2018

RE: Membership facility agreement between the City of North Miami and the State of Minnesota to provide for the cooperative procurement of healthcare products and services through the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP).

RECOMMENDATION

It is recommended that the Mayor and City Council approve the attached resolution authorizing the submittal of a membership application to the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and authorizing the City Manager and City Attorney to negotiate and execute a Member Facility Agreement between the City and the State of Minnesota for the procurement of health care products and services through the MMCAP.

BACKGROUND

The Police Department would like to submit a grant application to the Florida Department of Health (FDOH), Helping Emergency Responders Obtain Support (HEROS) Program. This would allow the acquisition, at no cost to the City, of one hundred (100) NARCAN auto injectors and/or intranasal, an emergency opioid antagonist, with no required match. The NARCAN injectors would be issued to police officers and would be used by first responders to treat opioid drug overdoses. In order to apply for the HEROS Program, the FDOH requires applicants to register with the Minnesota Multi-State Cooperative Agreement for Pharmaceutical Procurement (MMCAP) beforehand.

ATTACHMENT(s)

Resolution
Description of FDOH, HEROS Program

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE SUBMITTAL OF A FACILITY MEMBERSHIP APPLICATION AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A MEMBER FACILITY AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE STATE OF MINNESOTA TO PROVIDE FOR THE COOPERATIVE PROCUREMENT OF HEALTHCARE PRODUCTS AND SERVICES THROUGH THE MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY (“MMCAP”); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami (“City”) requires the procurement of pharmaceuticals and healthcare products and services for its law enforcement personnel; and

WHEREAS, the Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”), created in 1985, is a free, voluntary Group Purchasing Organization operated and managed by the State of Minnesota Department of Administration for government-run healthcare facilities; and

WHEREAS, MMCAP combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts; and

WHEREAS, MMCAP contracts with over one hundred and fifty (150) pharmaceutical manufactures and distributors; and

WHEREAS, the City wishes to become a member and derive the benefits of the membership program, including free membership and reduced cost for products and services; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami adopted Ordinance No. 1244, authorizing the City Manager to approve the purchase of supplies, goods and or services from current contracts of other governmental entities and cooperatives, such as the MMCAP; and

WHEREAS, in accordance with Ordinance No. 1244, the City administration respectfully requests that the Mayor and City Council authorize the submittal of a Facility Membership Application and authorize the City Manager and City Attorney to negotiate and execute a Member

Facility Agreement between the City and the State of Minnesota for the procurement of healthcare products and services through the MMCAP.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the submittal of a Facility Membership Application and authorize the City Manager and City Attorney to negotiate and execute a Member Facility Agreement between the City of North Miami and the State of Minnesota for the procurement of healthcare products and services through the Minnesota Multistate Contracting Alliance for Pharmacy.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____ 2018.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.

_____ (Yes) _____ (No)

Vice Mayor Carol Keys, Esq.

_____ (Yes) _____ (No)

Councilman Scott Galvin

_____ (Yes) _____ (No)

Councilman Philippe Bien-Aime

_____ (Yes) _____ (No)

Councilman Alix Desulme

_____ (Yes) _____ (No)

Helping Emergency Responders Obtain Support (HEROS) Program

The drug overdose death rate involving opioids has increased by 200% since 2000 and has now become the leading cause of accidental deaths in the United States. Nationwide, in 2016, there were 42,249 deaths that involved an opioid (licit or illicit), and 17,087 people died from overdoses involving prescription opioids. The most common drugs involved in such deaths were methadone, oxycodone, and hydrocodone. In 2016, in Florida, heroin caused 952 deaths, fentanyl caused 1,390 deaths, oxycodone caused 723 deaths, and hydrocodone caused 245 deaths. In 2017, Florida's emergency responders treated approximately 45,202 patients for drug overdose. This crisis has become a heavy burden for our first responder agencies.

In response to the nationwide opioid epidemic, funding has been made available through the Florida Department of Health (DOH) for emergency opioid antagonists. The DOH has been appropriated \$5,000,000 from the General Revenue Fund for the purchase of emergency opioid antagonists to be made available to emergency responders. DOH has established the **HEROS** Program for the purpose of acquiring emergency opioid antagonists for agencies that employ emergency responders.

Description

The purpose of this program is to reduce the number of drug/opioid overdose-related deaths and adverse events by providing emergency responders with the appropriate pharmaceutical resources to address this crisis. The DOH has developed a simple grant award program for emergency responders to apply online or in writing to receive emergency opioid antagonists. DOH will work with local agencies to make available emergency opioid antagonists through a competitive grant process.

Application Period: July 1, 2018 to July 31, 2018

Anticipated Award Notification: August 31, 2018

Eligibility

Eligible applicants are all Florida agencies that employ emergency responders. Emergency responder means a law enforcement officer, a firefighter, an emergency medical technician, or a paramedic.

- (a) "Emergency medical technician" has the same meaning as provided in s. **401.23, F.S.**
- (b) "Firefighter" has the same meaning as provided in s. **633.102, F.S.**
- (c) "Law enforcement officer" has the same meaning as provided in s. **943.10, F.S.**
- (d) "Paramedic" has the same meaning as provided in s. **401.23, F.S.**

Licensed EMS agency applicants must have the ability to report Naloxone administrations through the Emergency Medical Services Tracking and Reporting System (EMSTARS) Version 3 to document Naloxone administrations. All other applicants must have the ability to report to the Washington/Baltimore High Intensity Drug Trafficking Overdose Detection Mapping Application Program (OD Maps) identified in Chapter 401.253(1), F.S. Applicants may register for OD Maps free of charge at <http://www.hidta.org/odmap/>. Applications may be approved for funding pending registration with OD Maps or software upgrades pending for EMSTARS version 3.

Applicants must register for the Minnesota Multi-State Cooperative Agreement for Pharmaceutical Procurement (MMCAP). MMCAP's primary function is to provide a full range of pharmaceuticals to its participating agencies. MMCAP participation is free of charge and applicants may register at <http://www.mmd.admin.state.mn.us/MMCAP/background/NewMemberInfo.aspx>

Data Sources

EMSTARS is the primary source of information used to determine appropriate distribution of allocated funding. EMSTARS is a collection of electronic patient care records submitted by licensed EMS agencies. This is a voluntary system that currently collects approximately 90% of the emergency call volume for the state. This system has the ability to identify patients with a suspected "drug overdose" and the treatment provided by licensed EMS agencies. This system also has the ability to identify treatment provided by emergency responders prior to EMS arrival.

The department also review data from the Florida Department of Children and Families' (DCF) State Targeted Response Grant (STR) program. This program provided a limited number of Naloxone kits to law enforcement officers utilizing funding from the Substance Abuse and Mental Health Services Administration (SAMHSA).

Definitions

Drug Overdose - Categorical syndrome definition based on Enhanced State Opioid Overdose Surveillance (ESOOS) criteria, intended to detect incidents involving any drug overdose. The criteria are defined for EMSTARS v2 and v3 as follows:

- NEMSIS v2: Labeled as overdose if primary or secondary impression is "Poisoning/Drug Ingestion".
- NEMSIS v3: Labeled as overdose if primary or secondary impression starts with T36-T50, F11-F16, or F18-F19.

This syndrome is restricted to only those incidents corresponding to an emergency response that resulted in patient contact (i.e., cancelled calls, transfers, and other non-emergency calls are explicitly excluded).

Emergency Responder - means a law enforcement officer, a firefighter, an emergency medical technician, or a paramedic.

- (a) "Emergency medical technician" has the same meaning as provided in s. 401.23, F.S.
- (b) "Firefighter" has the same meaning as provided in s. 633.102, F.S.
- (c) "Law enforcement officer" has the same meaning as provided in s. 943.10, F.S.
- (d) "Paramedic" has the same meaning as provided in s. 401.23 F.S.

Emergency opioid antagonist - means naloxone hydrochloride or any similarly acting drug that blocks the effects of opioids administered from outside the body and that is approved by the United States Food and Drug Administration for the treatment of an opioid overdose.

Type of Medication Available:

Applicants will be given the opportunity to indicate the desired method of administration from the options below:

Option # 1 - Intranasal	Option # 2 – Autoinjector	Option # 3 - Syringe
Dose: 4mg	Dose: 0.4ml	Dose: 2ml
Package Size: 1 package contains 2 doses	Package Size: 1 package contains 2 doses	Package Size: 1 package contains 10 doses (Luerlock Prefilled Syringe)

Option # 4 - Syringe	Option # 5 - Vial
Dose: 2ml	Dose: 0.4mg/mL = 1mL vial
Package Size: 1 package contains 10 doses (Min-I-JET Prefilled syringe; 21G x 1-1/2 inch fixed Needle	Package Size: 1 package contains 25 vials

Naloxone Administration Training:

The department has developed an online training component and made it available via the TRAIN Florida learning management system. The training objectives in this course include an overview of the opioid overdose crisis and how the nation and Florida are responding to the overdose epidemic.

Additional objectives include:

- Recognizing the signs and symptoms of an opioid overdose
- How to administer naloxone
- Instructions for using the NARCAN® Nasal Spray and or the EVZIO® Auto-injector
- Possible side effects of naloxone delivery and what to do until help arrives
- How to provide emergency care and support to an opioid overdose victim.
- An overview of legal authority - Florida’s laws for naloxone and the Good Samaritan Law,
- A brief ten (10) question quiz, and certificate of completion.
- The average time to complete the training is 25 minutes.

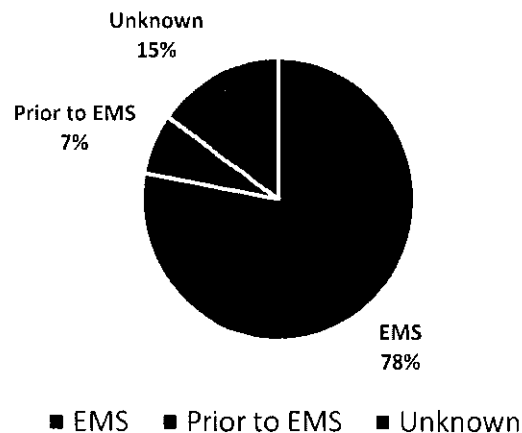
The online Naloxone training will be available soon on the HEROS website.

Methodology for Determining Allotment

The department utilized 2017 EMSTARS data to determine the percentage of funding to be allocated by emergency responder type. Chart I indicated that 78% of the EMSTARS documented Naloxone was administered by licensed EMS agencies. The remaining 22% was administered prior to EMS arrival or it was unknown who administered the Naloxone. Six months of data submitted to the DCF’s STR grant program indicated there were 319 doses administered by law

Chart I

Percentage of Milligrams Administered by Emergency Responder Type



enforcement agencies. This is an extremely limited sample and it is assumed that more law enforcement agencies would administer an emergency opioid antagonist if the resources were available. These data sources indicate a clear majority of the Naloxone administrations are administered by licensed EMS agencies. Using this data,

the department will allocate 60% of the funding to licensed EMS agencies and the remaining 20% to non-licensed fire agencies and 20% to law enforcement agencies.

DOH will accept applications from all emergency responder agencies for the initial defined period. A second competitive grant period may be established if funding remains available. The second grant period is contingent on funding being available. The second grant period would be from December 1, 2018 to December 31, 2018. Notice of grant award would occur by January 31, 2019.

Competitive Criteria:

This is a competitive grant program to assure that resources are placed in the most appropriate location. The grant scoring methodology of the DOH HEROS program is designed to provide emergency opioid antagonists to the areas of the state with the greatest need and ability to impact the opioid crisis. There are criteria that are reviewed and scored. These five criteria include alternative funding sources, percentage of staff trained, organizational type, evidence-based need, and narrative. These criteria are further explained below:

- **Alternative funding sources** – Does the applicant have other funding sources available to support the purchase of emergency opioid antagonists? These sources may be through local, state, or federal funding.
- **Percentage of staff trained** – What percentage of the applicant’s staff are trained to correctly administer an emergency opioid antagonist? This percentage only includes field level staff that are responding to a potential overdose.
- **Evidenced-based need** – Evidenced-based need is scored by analyzing the number of overdoses occurring in the applicant’s county. 2017 data indicates that nearly 75% of overdoses are occurring within 11 specific counties. The scoring methodology awards more points to the applicants from counties with the greatest need.
- **Organizational Type** – Chart I indicates that over 75% of the documented Naloxone administrations in 2017 were administered by EMS Providers. Organizational type is added to assure that the emergency opioid antagonists are deployed to an area and agency that will utilize the medication in the most effective manner.
- **Narrative** – The Narrative section of each application will include a 500 word or less explanation of the applicants need to obtain emergency opioid antagonists. Narratives will only be reviewed if the scores are tied between multiple applicants.

Scoring Methodology:

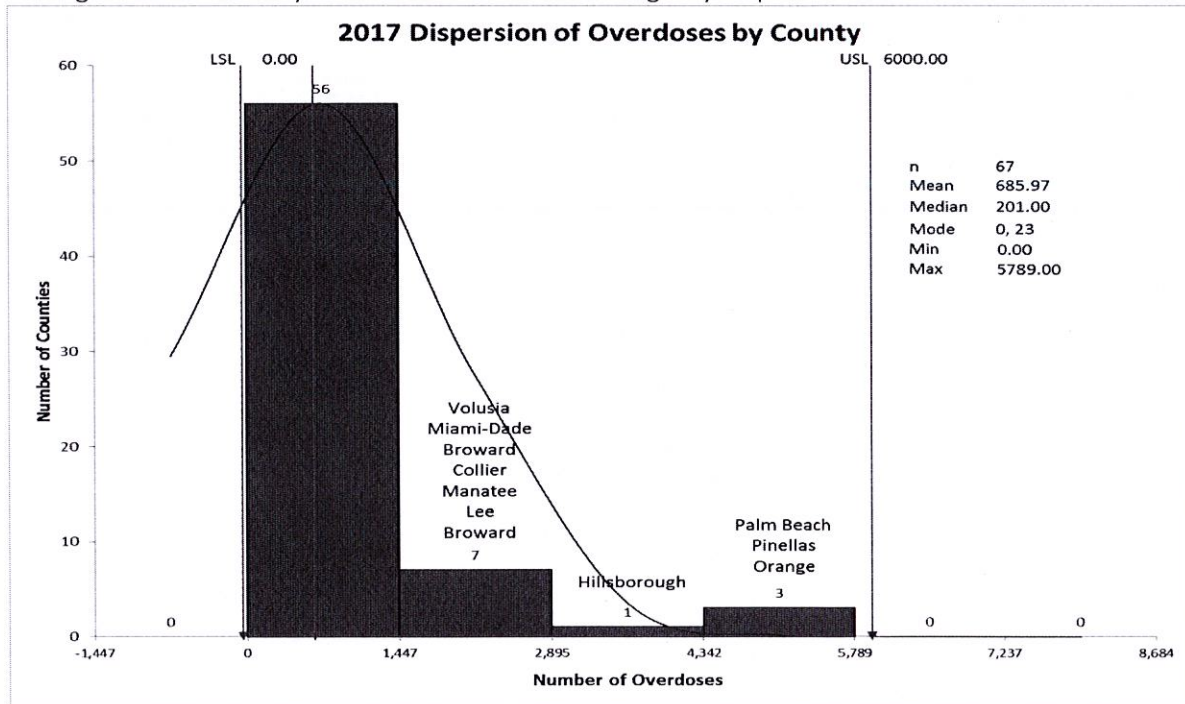
The scoring of each application will occur on a 100-point scale. Each of the criteria are weighted differently and provide more or less points. The available points for each criterion are detailed below:

2017 Scoring Methodology for the Distribution of Emergency Opioid Antagonists					
Alternative Funding	The applicant has an alternative funding source.		The applicant does not have an alternative funding source.		Max Total Points
	0 Points		10 Points		
Percentage of Staff Trained	0% - 25% Trained	26% - 50% Trained	51% - 75% Trained	76% - 100%	

				Trained	
	0 Points	5 Points	10 Points	15 Points	15
Organizational Type	Non-EMS Agency		EMS Agency		
	0 Points		15 Points		15
Evidenced-Based Need	Lower Quartile < 34 Overdoses	Q ₂ 35 – 201 Overdoses	Q ₃ 202 – 632 Overdoses	Upper Quartile > 632 Overdoses	
	10 Points	20 Points	30 Points	60 Points	60

Burden and Ranking of Counties:

The purpose of this program is to impact the lives of persons suffering from overdose by allocating funding to emergency responders that have the largest burden. The department reviewed several years of overdose data and noted increases from year to year. The most current full year of data was utilized to identify the burden among Florida counties. Overdose counts ranged from the highest in Palm Beach County at 5,789 to zero in Calhoun County. The department will use this data as part of the grant scoring criteria to identify the burden of Florida’s emergency responders.



County	2017 OD Count	Count Per 10k Pop	Percent of Total Burden
Palm Beach	5789	42.19	12.6%
Pinellas	5227	56.26	11.4%
Orange	4815	39.3	10.5%

**2017 EMS Overdose Count by
County**

County	2017 OD Count	Count Per 10k Pop	Percent of Total Burden
Hillsborough	3611	27.96	7.9%
Volusia	2508	50.08	5.5%
Miami-Dade	2468	9.43	5.4%
Broward	2364	12.86	5.1%
Collier	2113	62.21	4.6%
Manatee	1701	49.72	3.7%
Lee	1616	24.44	3.5%
Alachua	1505	59.38	3.3%
Seminole	1182	27.11	2.6%
Pasco	940	19.77	2.0%
St. Lucie	822	28.66	1.8%
Polk	716	11.49	1.6%
Osceola	697	23.35	1.5%
Clay	695	35.39	1.5%
Citrus	568	40.78	1.2%
Escambia	423	13.83	0.9%
Brevard	409	7.43	0.9%
Sumter	397	37.08	0.9%
Martin	386	25.52	0.8%
Leon	377	13.38	0.8%
Monroe	330	43.22	0.7%
St. Johns	293	13.98	0.6%
Indian River	288	20.28	0.6%
Flagler	278	27.81	0.6%
Santa Rosa	257	15.95	0.6%
Bay	250	14.29	0.5%
Hernando	248	14.22	0.5%
Okaloosa	233	12.02	0.5%
Walton	215	35.95	0.5%
Sarasota	203	5.2	0.4%
Charlotte	201	12.2	0.4%
Levy	199	50.2	0.4%
Duval	190	2.14	0.4%
Nassau	175	23.11	0.4%
Highlands	150	15.37	0.3%
Marion	143	4.24	0.3%
Baker	84	31.1	0.2%
Hendry	84	22.42	0.2%
Bradford	80	29.8	0.2%

2017 EMS Overdose Count by County

County	2017 OD Count	Count Per 10k Pop	Percent of Total Burden
Jackson	76	15.63	0.2%
Taylor	63	27.56	0.1%
Gadsden	58	12.56	0.1%
Union	54	35.68	0.1%
Columbia	48	7.11	0.1%
Dixie	45	28.23	0.1%
Okeechobee	40	10.17	0.1%
Holmes	34	17.24	0.1%
Washington	34	13.81	0.1%
Wakulla	33	10.64	0.1%
Desoto	31	8.98	0.1%
Gilchrist	30	17.72	0.1%
Lake	30	0.97	0.1%
Gulf	27	17.06	0.1%
Hamilton	23	16.02	0.1%
Jefferson	23	16.2	0.1%
Madison	23	12.28	0.1%
Lafayette	17	19.21	0.0%
Glades	14	10.49	0.0%
Suwannee	13	2.97	0.0%
Putnam	11	1.52	0.0%
Liberty	3	3.59	0.0%
Franklin	0		0.0%
Hardee	0		0.0%
Calhoun	0		0.0%



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):

North Miami Police Department

3. Complete “Bill To” Street Address: 700 NE 124 Street

City: North Miami State: FL Zip: 33161

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: Northmiamipolice.com

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 checked="" 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 checked="" 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: Need Assistance with this number

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: N/A

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. 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: Joseph Kissel

Title: Patrol Commander Phone: 305-891-0294 Ext 21203 Fax: _____

Email Address: jkissel@northmiamipolice.com

16. Alternate Facility MMCAP contact person: Carin Varela Cabral

Title: Grants Writer Phone: 305-891-0294 ext 23218 Fax: _____

Email Address: cvarela@northmiamipolice.com

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

North Miami Police Department

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

700 NE 124 Street, North Miami, FL 33161

(“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: Larry Juriga

Title: Chief

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: _____