

Approved: 8/9/2023  
Effective: 8/25/2023

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

AMENDED ORDINANCE NO. 23-070

APPROVING APPLICATION AND AGREEMENT WITH THE STATE OF MINNESOTA  
FOR THE PURCHASE OF NALOXONE

WHEREAS, the Snohomish Health District was integrated into Snohomish County effective December 31, 2022, and now operates as the Snohomish County Health Department; and

WHEREAS, the Snohomish County Health Department recognizes the public health, safety, and welfare benefits of promoting wider availability of naloxone within Snohomish County, and

WHEREAS, prior to its integration into Snohomish County, the Snohomish Health District entered into naloxone distribution agreements with first responders, tribal governments, police departments, and fire departments; and

WHEREAS, the Snohomish County Health Department wishes to continue these partnerships; and

WHEREAS, the County Council held a public hearing on June 7, 2023, and approved form agreements for naloxone distribution to local jurisdictions within Snohomish County; and

WHEREAS, the Snohomish County Health Department must purchase naloxone in order to distribute it to the aforementioned local jurisdictions; and

WHEREAS, the County Council held a public hearing on August 9, 2023, to enter into this agreement attached as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council hereby approves and authorizes the County Executive, or designee, to execute the membership application and agreement between Snohomish County and the Minnesota Multistate Contracting Alliance for Pharmacy – Infuse in substantially the same form as in Exhibit A.

1 Section 3. The County Council hereby authorizes the Executive, or his designee,  
2 to purchase Naloxone under this membership in an amount not to exceed \$250,000 and  
3 allow for purchases beyond this amount to be approved by Council, by motion.  
4

5 PASSED this 9<sup>th</sup> day of August, 2023.  
6

7 SNOHOMISH COUNTY COUNCIL  
8 Snohomish County, Washington  
9

10 Jared Mead  
11 Council Chair  
12

13 ATTEST:  
14

15 M. G. ...  
16 Deputy Clerk of the Council  
17

- 18  
19 (X) APPROVED  
20 ( ) EMERGENCY  
21 ( ) VETOED  
22

23 DATE: August 15, 2023  
24

25 [Signature]  
26 County Executive  
27

28 ATTEST:  
29

30 Melissa Geraghty  
31

## **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 MMCAP Infuse ID# 4700000986

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): Snohomish County		
"Bill To" Street Address: 3020 Rucker Ave		
City: Everett	State: WA	Zip: 98201
"Ship To" Street Address: 3020 Rucker Ave		
City: Everett	State: WA	Zip: 98201
Facility Website: <a href="https://www.snohd.org/">https://www.snohd.org/</a>		
Primary Contact Name: Abby Jernberg	Title: Healthy Communities Specialist	
Primary Contact Email: <a href="mailto:abby.jernberg@co.snohomish.wa.us">abby.jernberg@co.snohomish.wa.us</a>	Primary Contact Phone: 425-339-8636	
Second Contact Name (two contacts must be listed for facility): Brenna Smith	Title: Healthy Communities Specialist	
Second Contact Email: <a href="mailto:brenna.smith@co.snohomish.wa.us">brenna.smith@co.snohomish.wa.us</a>	Second Contact Phone: 425-339-2050	

### 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 checked="" 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) - **if unknown, leave blank:**

Pending 08/21/2023

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

Nutritional

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: RCW §39.34.030

#### 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

08/25/2023 GMB ✓



### 9. Which best describes the facility? (Check all that apply)

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Acute Care</li> <li><input type="checkbox"/> Adult Daycare</li> <li><input type="checkbox"/> Ambulatory Care Pharmacy</li> <li><input type="checkbox"/> Assisted Living</li> <li><input type="checkbox"/> Clinic (if checked, then check all that apply) <ul style="list-style-type: none"> <li><input type="checkbox"/> City</li> <li><input type="checkbox"/> Dental</li> <li><input type="checkbox"/> Dialysis</li> <li><input type="checkbox"/> Oncology infusion clinic or practice</li> <li><input type="checkbox"/> Outpatient</li> <li><input type="checkbox"/> Radiology services</li> <li><input type="checkbox"/> State</li> <li><input type="checkbox"/> Surgical</li> <li><input type="checkbox"/> WIC (women, infant, children)</li> </ul> </li> <li><input type="checkbox"/> Central Purchasing/Business Office</li> <li><input type="checkbox"/> Community/Public Health Nursing</li> <li><input type="checkbox"/> Corrections <ul style="list-style-type: none"> <li><input type="checkbox"/> City Jail</li> <li><input type="checkbox"/> County Jail</li> <li><input type="checkbox"/> Juvenile Detention</li> <li><input type="checkbox"/> State Prison</li> </ul> </li> <li><input type="checkbox"/> Dentist</li> <li><input type="checkbox"/> Detoxification</li> <li><input type="checkbox"/> Education <ul style="list-style-type: none"> <li><input type="checkbox"/> School District</li> <li><input type="checkbox"/> Elementary</li> <li><input type="checkbox"/> Secondary</li> <li><input type="checkbox"/> Post-secondary</li> </ul> </li> <li><input type="checkbox"/> Emergency First Responders</li> <li><input type="checkbox"/> Emergency Medicine &amp; Ambulance</li> <li><input type="checkbox"/> Emergency Preparedness</li> <li><input type="checkbox"/> Health Service Home Health <ul style="list-style-type: none"> <li><input type="checkbox"/> Home health provider, non-pharmacy</li> <li><input type="checkbox"/> Home infusion</li> <li><input type="checkbox"/> Home medical equipment</li> </ul> </li> <li><input type="checkbox"/> Hospice</li> <li><input type="checkbox"/> Hospital (if checked, then check all that apply) <ul style="list-style-type: none"> <li><input type="checkbox"/> Acute care</li> <li><input type="checkbox"/> City/county/state dialysis</li> <li><input type="checkbox"/> Long-term care</li> <li><input type="checkbox"/> Oncology infusion clinic or practice</li> <li><input type="checkbox"/> Outpatient</li> <li><input type="checkbox"/> Radiology services</li> <li><input type="checkbox"/> Surgical</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Juvenile Detention</li> <li><input type="checkbox"/> Laboratory services</li> <li><input type="checkbox"/> Long Term Care</li> <li><input type="checkbox"/> Mail Order Pharmacy</li> <li><input type="checkbox"/> Mental Health (if checked, then check all that apply) <ul style="list-style-type: none"> <li><input type="checkbox"/> ICF / IDD</li> <li><input type="checkbox"/> Inpatient outpatient</li> <li><input type="checkbox"/> Developmental disabilities</li> </ul> </li> <li><input type="checkbox"/> No Care Provided</li> <li><input type="checkbox"/> Nursing Facility <ul style="list-style-type: none"> <li><input type="checkbox"/> Convalescences</li> <li><input type="checkbox"/> Nursing home</li> <li><input type="checkbox"/> Inpatient</li> <li><input type="checkbox"/> Outpatient</li> </ul> </li> <li><input type="checkbox"/> Nutrition Services</li> <li><input type="checkbox"/> Other (State and Local Gov't) healthcare related:</li> </ul> <hr/> <ul style="list-style-type: none"> <li><input type="checkbox"/> Patient Population Served <ul style="list-style-type: none"> <li><input type="checkbox"/> Pediatrics</li> <li><input type="checkbox"/> Adult</li> <li><input type="checkbox"/> Geriatrics</li> </ul> </li> <li><input checked="" type="checkbox"/> Public Health</li> <li><input type="checkbox"/> Public Safety</li> <li><input type="checkbox"/> Rehabilitation (if checked, then check all that apply) <ul style="list-style-type: none"> <li><input type="checkbox"/> Inpatient</li> <li><input type="checkbox"/> Outpatient</li> <li><input type="checkbox"/> Skilled nursing facilities</li> </ul> </li> <li><input type="checkbox"/> Research/Training</li> <li><input type="checkbox"/> Senior Services</li> <li><input type="checkbox"/> Skilled Nursing Facilities</li> <li><input type="checkbox"/> Specialty Pharmacy/Special Care</li> <li><input type="checkbox"/> Student Health</li> <li><input type="checkbox"/> Surgery Center</li> <li><input type="checkbox"/> University (if checked, then check all that apply) <ul style="list-style-type: none"> <li><input type="checkbox"/> Teaching hospital</li> <li><input type="checkbox"/> Training or research (clinic research centers)</li> <li><input type="checkbox"/> College student health services</li> <li><input type="checkbox"/> Pharmacy school</li> </ul> </li> <li><input type="checkbox"/> Urgent Care Center</li> <li><input type="checkbox"/> Veterans Home – State</li> <li><input type="checkbox"/> Veterinary <ul style="list-style-type: none"> <li><input type="checkbox"/> Veterinary medicine</li> <li><input type="checkbox"/> Veterinary medicine – university dept.</li> <li><input type="checkbox"/> Veterinary zoological medicine</li> </ul> </li> </ul> |
|--|--|



**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: <u>Dave Somers</u> <small>Digitally signed by Dave Somers Date: 2023.08.15 09:35:01 -07'00'</small></p> <p>Title: <u>County Executive</u></p> <p>Date: <u>August 15, 2023</u></p>	<p><b>State of Minnesota, through its Commissioner of Administration on behalf of MMCAP Infuse:</b></p> <p>DocuSigned by: Signature: <u>James Ballitt</u> <small>DDE5B1490A484FC...</small></p> <p>Title: <u>Legal and Compliance Manager</u></p> <p>Date: <u>8/28/2023</u></p> <p><b>Commissioner of Administration, as delegated to the Office of State Procurement:</b></p> <p>DocuSigned by: Signature: <u>[Signature]</u> <small>8EF19316852F4F7...</small></p> <p>Title: <u>Membership, Marketing and Field Services Manager</u></p> <p><u>8/28/2023</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: Samantha Johnson

Date: 8/21/2023