AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Agreement for Pharmaceutical Services; PDC Pharmacy Colorado, Inc.; Gunnison County Sheriff's Office

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: PDC Pharmacy Colorado Inc. & Gunnison County Sherrif's Office

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Agreement for Pharmaceutical Services with PDC Pharmacy Colorado, Inc.: This item was on the 3/18/14 agenda. The BOCC asked that it be pulled from the Consent Agenda & the County Manager discuss the details with Sheriff's Office. Under Sheriff Randy Barnes will attend the meeting to explain the details of this agreement.

Fiscal Impact: using an out of county supplier of medicine

Submitted by: B. Lucero for R. Barnes **Submitter's Email Address:** Rbarnes@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/4/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok db 4/7/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/7/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 4/8/2014

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 minutes

Agenda Date: 4/15/2014 Follow Up Agenda Date:

Revised April 2013

AGREEMENT FOR PHARMACEUTICAL SERVICES

THIS AGREEMENT made the 15th day of April, 2014 by and between PDC PHARMACY COLORADO, INC., with its principal offices at 100 Passavant Way, Pittsburgh, Pennsylvania 15238 hereinafter referred to as "PDC,"

A N D

Gunnison County Sheriff's Office, located at 510 West Bidwell, Gunnison, Colorado 81230.

WHEREAS, PDC operates a pharmacy located at 4665 Nautilus Court Suite 101 Boulder, CO 80301;

WHEREAS, Client is engaged in the business of furnishing Correctional services at their facilities located in Colorado.

WHEREAS, Client wishes to utilize the services of PDC to provide consultant pharmacist services and to supply and oversee the administration of drugs and biologicals in accordance with applicable state and federal law; and

WHEREAS, PDC has agreed to provide such consulting services and to supply drugs and biologicals to Client and its residents in accordance with the terms and conditions of this Agreement.

NOW THEREFORE¸ in consideration of the promises and mutual agreements contained herein the undersigned parties intend to be legally bound and agree as follows:

I. Pharmaceutical Supply and Administration Services:

A. PDC shall be available for consultation by telephone and will provide emergency services twenty-four (24) hours per day.

B. PDC shall verify that all drugs and biologicals used in Client's facilities are labeled in accordance with state and federal rules and regulations, including appropriate accessory and cautionary instructions, and the expiration date when applicable.

C. PDC will provide Pharmaceutical services under the direction of a qualified licensed pharmacist to each resident of Client.

D. PDC will provide copies of Medication Administration Record and Treatment Records for each individual as requested. A copy of the Physician Quarterly Review orders will be forwarded to Client if requested.

E. Physician order sheets and medication administration records: PDC will provide computerized Treatment Sheets (TX's) and Medication Administration Records (MAR's) upon request.

F. Client will forward to PDC a copy of all physician orders. PDC will update individual records based on physician's orders.

G. If a drug is non-formulary, the pharmacist will contact Client and/or the physician as requested so that the order can be clarified.

H. All drugs prepared by PDC will be labeled under the supervision of a licensed Pharmacist.

I. PDC will provide Leave of Absence (LOA) medications in vials for home visits if requested.

J. PDC will provide Adult Training Facility (ATF) Packs of medications for applicable individuals.

K. PDC will provide delivery of cycle and re-order medications utilizing the following parameters:

i. For centralized deliveries, there are no additional fees. PDC Pharmacy will deliver cycle and re-order medications at no cost via a courier delivery driver.

ii. For site-to-site courier deliveries, there is an additional charge of $20.00 per month, per site. PDC Pharmacy will deliver cycle and re-order medications at a cost of $20.00 per month, per site.

iii. For FedEx deliveries, there are no additional fees. PDC Pharmacy will deliver cycle and re-order medications at no cost via FedEx.

iv. For STAT deliveries, orders will be delivered to a designated site at no cost. STAT orders are not applicable to re-order items.

L. Delivery time for medications will be between the hours of 5:00 PM and 9:00 PM or as otherwise agreed to herein.

M. Delivery of the monthly cycle exchange will be set up between PDC and Client.

N. PDC will provide, maintain and replenish an emergency drug box, with contents as requested by Client if requested. Any emergency drug boxes provided would be the property of PDC as prescribed by law.

II. Payment to PDC:

Pharmaceutical Supply and Administration Fees:

Client agrees that PDC may bill the individual residents, Medicaid/Department of Public Welfare or other third party insurance for the pharmaceuticals provided pursuant to this Agreement.
Billing shall be the responsibility of PDC; the agency will cooperate to the degree necessary to provide documentation, as from time to time it may be necessary to secure payment from the appropriate entity. Client agrees to one of the following options concerning payment of services:

( ) Option A: Client ***will*** act as guarantor for any unpaid invoices after 30 days for private pay. PDC will send a consolidated statement of 30 days and over to the designee of the contracting agency. Payment will be due 30 days from the consolidated statement date. In the event payment is not received, PDC reserves the right to discontinue dispensing medications which are not covered by Colorado Medicaid or other third party insurance.

( ) Option B: Client ***will not*** act as guarantor for individual residents who do not have Colorado Medicaid or other third party insurance for pharmaceuticals. It is understood that PDC will not process, dispense or deliver pharmaceuticals without verified proof of insurance or some other authorization for payment.

Upon admission of a new resident to Client's residential facility, PDC will provide up to seven days of medications to consumers whose insurance has not been determined but who qualify for a prescription plan that will reimburse for medications received.

In the event an individual resident does not qualify for prescription coverage through an insurance plan and Client will not act as guarantor, PDC will:

a. Contact Client and inform them of ineligibility.
b. Assist Client with determining options, which may be available to the individual resident.

III. Insurance:
PDC agrees to maintain professional insurance for the duration of this Agreement with minimal liability occurrence coverage of one million dollars ($1,000,000) for each medical incident and an umbrella policy insuring the same in the amount of $10 million aggregate coverage. Proof of coverage shall be forwarded to the agency upon request.

IV. Term: Termination

A. This Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year from the Effective Date. This Agreement shall automatically renew itself for a period of one (1) year at its termination and shall continue to do so at the end of each one (1) year period. Either party may at any time during the term, terminate this Agreement upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) day written notice period, this Agreement shall forthwith terminate for all purposes as if said date were the date set forth herein as the termination date of this Agreement, provided that any obligations arising prior to the termination of the Agreement shall be governed by the terms hereinafter set forth until satisfied.

B. This Agreement may be terminated immediately upon notice by either party upon the other party's exclusion from participation in Medicare, Medicaid or any other state or federal program.

C. The parties agree that, in the event legislation is enacted or regulations are promulgated or a decision of court is rendered which, in the opinion of either party's legal counsel, affects or may affect the legality of this Agreement or any part thereof, or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then, within fourteen (14) days following written notice by such counsel to the other party of the Adverse Change in Law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible in light of the Adverse Change in Law. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of (i) the effective date of the Adverse Change in Law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

V. Indemnification:
Client agrees to hold PDC harmless for the negligence of Client's agents, servants, and employees.

VI. Equal Opportunity:
This Agreement shall be carried out in a nondiscriminatory manner without regard to race, color, religion, creed, handicaps, ancestry, national origin, age, or sex.

VII. Miscellaneous:

A. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. This Agreement may be modified or altered only by written agreement between the parties.

B. Applicable Law: This Agreement shall be governed exclusively by the laws of the Commonwealth of Pennsylvania. If a provision hereof is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable by either party.

C. Notices: Any notices required under this Agreement shall be in writing and shall be deemed to have been given if (1) sent by certified or registered mail, return receipt requested, with adequate postage; (2) sent by means of an express delivery service if it obtains a receipt to confirm delivery.

D. Medicare Access to Records. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. §1395x(v)(1)(I)) is applicable to this Agreement, the parties agree as follows:

i. In accordance with the Medicare and Medicaid Amendments of 1980, Public Law 96-499, and regulations adopted pursuant thereto, each party upon written request, shall make available to the Secretary of Health and Human Services or, upon request, make available to the Comptroller General, or any of their duly authorized representatives, contracts, books, documents and records that are necessary to certify the nature and extent of costs associated with services furnished under this Agreement.

ii. All books and records to which subparagraph i. applies shall be maintained and available for a period of four years from the date that services pursuant to this Agreement have last been furnished.

iii. The provisions of the Medicare and Medicaid Amendments of 1980, Public Law 96-499, including specifically Section 952 thereof, and the regulations adopted pursuant thereto are incorporated herein by reference and the parties agree to be bound thereby.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date written above.

PDC Pharmacy Colorado, Inc.:

BY: _____
RICK D. SENFT, CEO AND PRESIDENT

CLIENT: Gunnison County Sheriff's Office

BY: _____
SIGNATURE

_____
PRINTED NAME, TITLE