Leon County Pharmaceutical Care Contract with Bond Community Health Center, Inc.

This Agreement dated this ___ day of October, 2009, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Bond Community Health Center, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the Contractor and County share a common mission to provide the highest quality of pharmaceutical services and care to its patients, and;

WHEREAS, and County agree that it would be in their mutual interest to offer pharmaceutical services to the uninsured Leon County residents at the Bond Community Health Center site; and

WHEREAS, the County has determined that a greater need for pharmaceutical care for the uninsured in our community exists above the current level of services offered it in the best interest of Leon County to dedicate funding for the expansion of pharmaceutical care and operations for pharmaceutical services for the uninsured; and

WHEREAS, the Contractor has agreed to work cooperatively with the Board to meet that additional community need for pharmaceutical services for the uninsured;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

Section 1: Plan of Operations

The pharmaceutical program at Bond Community Health Center, Inc., shall include:

1. Hours of operation shall be Monday through Friday 8:00am – 1:00pm and 2pm – 5pm. Any hours of operation requested outside of these hours will be provided at the health center's expense.

2. Patients of the Contractor shall continue to receive the same level of pharmaceutical services that they were receiving under the delivery of FAMU Pharmacy. The Contractor will assume all administrative and operational duties of the pharmacy. Administrative services shall include staffing, formulary management, etc.

The Contractor will be electronically linked with secure technology to access the pharmacy software program, a pharmacy database located on a central server, currently housed at 1720 S. Gadsden Street. The network will be compliant with all HIPAA regulations.

The Contractor will manage the day-to-day operations of its pharmacy location and provide professional consultation in the development of overall pharmacy management, clinical services, and program evaluation. In its initial phase Bond will retain the services of RxStratatigies, Inc to assist in start up and on-going management of their pharmacy services.

Section 2: Scope of Services

The purpose of the expansion of services shall be to provide pharmaceutical services to uninsured patients of Leon County. Services provided by the Contractor shall include:

A. Coordinate pharmacy services for indigent patients at the Bond Community Health Center.
B. Develop a generic formulary for distribution to health care providers of the uninsured.
C. Coordinate Patient Assistance Programs (PAP) for uninsured residents of Leon County.
D. Filling/dispensing prescription medications.
E. Counseling services including Drug Utilization Review interventions and patient drug monitoring.
F. Provide patient education seminars for specific disease state management to better control patient medical conditions.
G. Track medications dispensed for Leon County patients.
H. Generating reports requested by Leon County for facilitation and accountability of pharmaceutical services in the county.

All revenues generated by the pharmaceutical program through the provision of services listed above will be placed back into the program for the purchase of medications, equipment, supplies, or any other expenditure deemed necessary.

Section 3: Reports to be performed by Contractor

1. The Contractor must submit a monthly invoice (Exhibit A) to the County on or before the 15th day of the month. The invoice should be sent to the following address to the attention of the Human Services Analyst:

   Division of Health and Human Services
   918 Railroad Avenue
   Tallahassee, Florida 32310

2. The Contractor must the submit required attachments as designated in the monthly invoice. These attachments shall at a minimum contain the following information:
   a) Number of prescriptions filled per month.
   b) Number of Patient Assistance medications received and the retail value.

3. The Contractor must submit a Quarterly Progress Report that is to include the total number of prescriptions filled, the number of patient assistance medications received and the retail value of the medications, and a summary of expenditures for medications and salary expenses, respectively, as documented during the respective quarter.

4. The Quarterly Progress Report is to be submitted with the monthly invoice for the months of June and September. The quarterly report must be attached to the respective monthly invoice in order for the County to proceed with invoice processing and payment, unless otherwise specified by the Board.

5. Annually, the County will submit a final report that provides a detailed summary of all

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expenditures made utilizing the funds from this contract. This annual report will also comprehensively detail the amount of new patients as compared to overall patients served by the provider and the types of service performed during the reporting year. The report will also compare the current period against measures from previous years.

Section 4: Audits, Records, and Records Retention

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 5: Monitoring

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, after

consultation with the Bond, result in any one or any combination of the following: (a) Bond being deemed in breach or default of this contract; (b) the withholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 6: Payment

1. Payment shall be made by the County upon receipt of a valid invoice by the Contractor at a monthly rate equal to no more than one sixth (1/6) of the following total contractual amount: $88,750. The contractual amount is based upon the following line items (for six months):

   Pharmaceutical Care Services:

   1720 South Gadsden Street
   1.0 FTE RX Manager
   $60,000 (salary + fringe)

   1.0 FTE Pharmacy Technician
   $21,000 (salary + fringe)

   .50 FTE PAP Technician
   $7,750 (salary + fringe)

Total: **$88,750**

2. The payment shall be made by the County within 30 days of receipt and approval by the County of a monthly invoice. The monthly invoice is to be completed and submitted by the Contractor to the County.
3. No line item (as identified in paragraph 1 above) payment shall be made until such time as the staff members identified in Section 6 of this contract are hired by the Contractor or County authorized Subcontractor. Similarly, no payment shall be made if the required monthly reports, as delineated in Section 3 of this contract, are not attached to the monthly invoice appropriately.

Section 7: Time

The length of this contract shall be for a term of six months beginning on April 1, 2010 and ending on September 30, 2010. In the event that the Contractor is unwilling or unable to commence providing the pharmaceutical services set forth herein on or before March 29, 2010, in the sole judgment of the County, then the County reserves the right to terminate this agreement without further notice.

Section 8: Hold Harmless

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee, in a manner consistent with section 768.28, Florida Statues..

Section 10: Termination

1. Either party may terminate this contract with or without cause, by giving the other party sixty (60) days written notice of termination. The County shall not be required to give the Contractor such sixty (60) day written notice if, after meeting with the Contractor, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.

2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the provider or due to the discovery of noncompliance with any item detailed within the sections of this contract.

3. In the event of termination for any reason, County shall compensate Bond Pharmacy for services provided up to the effective date of the termination.

Section 11: Revisions

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revision of any applicable laws or regulations makes changes in this contract necessary.

Section 12: Construction

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

Section 13: Budget

The performance of Leon County of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the renewal of the contract.

Section 14: Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 15: Assignments

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

Section 16: Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor its affiliates has been convicted of a public entity crime. Contractor and its affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

Section 17: Contractor's Responsibility

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

Section 18: Waiver

Waiver by either party of any breach is not to be deemed a waiver of subsequent breach of the same or any other covenant

Section 19: Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the contract, the contract is unenforceable.

Section 20: Notices

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery.. All notices required under this Agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to the Bond

J.R. Richards
CEO
Bond Community Health Center, Inc
1720 S. Gadsden Street
Tallahassee, FL 32301

Notice to the COUNTY:

Candice M. Wilson
Director of Health & Human Services
918 Railroad Avenue
Tallahassee, FL 32310

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

Signed:

_____ _____
J. R. Richards Date
CEO

_____ _____
WITNESS Date

_____ _____
WITNESS Date

LEON COUNTY, FLORIDA

BY: _____
Parwez Alam
County Administrator

DATE: _____

ATTEST:
BOB INZER, CLERK OF COURT
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

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MONTHLY INVOICE for _____, 20___

LEON COUNTY UNINSURED HEALTHCARE PROGRAM

Under the terms of contract #_____, this is a request for payment for services rendered by Bond Community Health Center Inc. for the month of _____, 20___.

Reimbursement Request:

Personnel*:

1.0 FTE Pharmacy Manager	$_____
1.0 FTE Pharmacy Technician	$_____
.50 FTE PAP Technician	$_____

Total Amount Billed:

* Request reimbursement only for positions that are filled during the billing period including the date of hire for each respective position.

Reimbursement Summary:

Total Contract Amount	$ 88,750.
Less Prior Reimbursements	$(_____)
Less Billing this Period	$(_____)
Contract Amount Remaining	$_____

Bond Representative _____ Date _____

Approved for payment by: Contract Manager _____ Date _____

Reporting Quarter _____, 20___

Number of prescriptions filled _____

Number of PAP medications received _____

Retail Value of PAP_____

Activities/Concerns/Challenges during this reporting period; Outlook for the next reporting period (planned activities, expansion, outreach, etc.):