

# **St. James Long Term Care Pharmacy Facility Contract**

**REVISED 01/26/2018**

## PROVIDER PHARMACY SERVICES AGREEMENT

This agreement, made as of May 1, 2018 (the “Effective Date”), by and between St. James Long Term Care Pharmacy, LLC (hereinafter referred to as “Pharmacy”) and the following facilities listed below under ownership and direction of \_\_\_\_\_ (hereinafter referred to as [“Community”]).

Community desires to enter into an agreement for the provision of pharmacy services for the Community as defined in the attached Scope of Services (Exhibit A), hereinafter referred to as “Services.”

### FACILITIES LIST (Name and Location)

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### 1. TERM OF AGREEMENT

This Agreement is effective as of the Effective Date and remains in effect for an initial period of 12 months, from May 1, 2018 to April 30, 2019.

This agreement may be automatically renewed at the end of the stated period unless terminated by written agreement of both parties upon 60 days notice prior to the end of this Agreement and evidenced by a Memorandum of Renewal to be attached to this original Agreement.

### 2. TERMINATION

This Agreement may be terminated by either party, without cause, upon 90 days notice to the other party in writing, by certified mail or personal delivery.

In the event of termination, the Community shall pay the Pharmacy the compensation to which the Pharmacy is entitled pursuant to the Fees and Payment Terms contained in Exhibit A.

This Agreement may be terminated by either party if the other party is in material breach of its obligations under this Agreement and has failed to cure such breach within 30 days following receipt of written notice specifying the breach.

### 3. SERVICES.

Pharmacy agrees to perform for Community the services listed in the Scope of Services contained in Exhibit A, attached hereto and executed by both Community and Pharmacy.

Pharmacy agrees to service **ALL patients** of Community who are under consent for treatment or supervision by Community

Community agrees that Pharmacy's representative shall have ready access to Community's staff and resources as necessary to perform the Pharmacy's services provided for by this Agreement.

#### **4. PAYMENT FOR SERVICES**

Community agrees to pay Pharmacy for Services in accordance with the Fees and Payment Terms contained in Exhibit A, attached hereto and executed by both Community and Pharmacy, at the time and in the manner described in Exhibit A.

Unless otherwise specified, all payments shall be due no later than 15 days from receipt of invoice from Pharmacy.

- a) Late payments of 30 days will bear interest at rate of 12% year].
- b) If any of the Community payment obligations are more than 90 days overdue, Pharmacy may cease performance of obligations under this Agreement until Community remits such payment in full.

#### **5. INDEMNIFICATION**

During the term of this Agreement, employees of the Community may be supervised and directed by Pharmacy's representative. These employees shall still be considered employees of the Community irrespective of the control exercised by Pharmacy's representative. The Community shall remain responsible for any and all liability, loss, damage, or expense by reason of any act or omission of any such employee. The Community also agrees to indemnify Pharmacy for any and all liability, loss, damage, or expense incurred as a result of such employee's acts or omissions.

#### **6. PHARMACY QUALIFICATIONS**

Pharmacy warrants that Pharmacy has all the necessary qualifications, licenses, and/or certifications required to provide the services specified in this Agreement pursuant to federal and state laws and regulations.

##### ***Alternative***

Licenses, certifications and registrations of Pharmacy have never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way. Copies of current licenses, certifications and registrations are available upon Community request.

#### **7. PROFESSIONAL LIABILITY INSURANCE**

Pharmacy warrants that Pharmacy has procured and maintains professional liability insurance coverage in the amounts of at least \$1,000,000.00 per individual incident and \$3,000,000.00 cumulative.

##### ***Alternative***

Pharmacy also maintains professional liability insurance covering patient care activities under this Agreement.

#### **8. PATIENT INFORMATION AND HIPAA COMPLIANCE**

Pharmacy shall comply with all federal and state privacy and confidentiality laws and regulations, including the applicable federal privacy regulations and security standards provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- a) Pharmacy will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information (PHI) other than as contemplated by this Agreement.
- b) Pharmacy will promptly report to Community any use or disclosure of PHI in violation of HIPAA or other applicable laws or regulations, of which Pharmacy becomes aware.
- c) Pharmacy will make its internal practices, books and records relating to the use and disclosure of PHI received from Community available to the Secretary of the Department of Health and Human Services for purposes of determining the Community compliance with HIPAA.

## **9. INDEPENDENT SERVICE**

- a) In the performance of the service herein contemplated, Pharmacy is providing an independent service with the authority to control and direct the performance of the details necessary to provide this service. The Community is interested primarily in the results obtained. However, the services provided herein must meet the approval of the Community and shall be subject to the Community's general right of inspection to secure satisfactory results.

## **10. ASSIGNMENT**

This Agreement is owned in its entirety by the owners of St. James Long Term Care Pharmacy, LLC; it shall not be assigned by either party without prior written consent of the other party.

## **11. CHOICE OF LAW AND SEVERABILITY**

This Agreement shall be governed by the laws of Arizona and the invalidity of any portion of this Agreement shall not affect the validity or invalidity of any other portion of this Agreement.

## **12. MODIFICATIONS.**

This Agreement shall not be modified or amended except by written document executed by both parties to this Agreement, and such modification shall be attached hereto.

## **13. ATTORNEY'S FEES**

In the event of any litigation to enforce or defend rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to all other relief.

## **14. NOTICE**

All notices hereunder shall be in writing and delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the US mail postage prepaid, or deposited with overnight courier, addressed as follows:

### **To Pharmacy:**

Name St. James Long Term Care Pharmacy, LLC  
 Address 20624 N Cave Creek Rd. Suite 142  
 City/State/Zip Phoenix, AZ 85024

### **To Community:**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State /Zip \_\_\_\_\_

or to such other persons or other addresses as either party may designate by notice pursuant to this Section.

**15. COMPLETE AGREEMENT**

This Agreement supersedes all previous agreements, oral or written, between the parties. It embodies the complete agreement between the parties. It shall be binding upon the respective assignees and successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**FOR PHARMACY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

**FOR COMMUNITY**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

## EXHIBIT A. SCOPE OF SERVICES

### Basic Services

1. The pharmacy will provide Routine deliveries **seven** days per week as necessary.
2. The pharmacy will be open to take order calls from the Community from the hours of 8 am to 7 pm, Monday through Friday, 9 am to 4 pm Saturday. Holiday schedules will be provided.
3. If pharmacy items are needed outside of pharmacy hours then:
  - a) A STAT delivery service is available (A 3-5 hour delivery time routed based on medical urgency).
  - b) A registered pharmacist is available on an “on call” basis and fees associated include travel time. Pharmacy will invoice the Community on a monthly basis for these services.
  - c) Routine deliveries of items called in before 5pm during open ours shall NOT incur a delivery fee no matter the actual delivery time.
4. Pharmacy will provide the following as part of the pharmacy service:
  - a) Free medication packaging consistent with meeting the needs of the Community and residents.
  - b) Drug Storage Inspections
  - c) Invoice the facility on a **monthly** basis for all uninsured goods and services provided, including medical records’ maintenance and special training programs.
  - d) Invoice the resident, family/responsible party, or appropriate third-party payer for all goods and services provided and for prescription co-payments on a **monthly** basis.
  - e) Obtaining residents’ prescription insurance information, billing the third party insurance company on their behalf, and communicating any problems associated with billing to the resident and/or ALC (e.g., medication not on plan’s formulary).
  - f) Supplies directly related to medication administration
  - g) Development and periodic revisions of policies and procedures related to the pharmacy
  - h) With designated community personnel, assist in the accounting, destruction, and disposal of expired and discontinued medications in accordance with applicable federal and state laws and regulations, and ALC policy.
  - i) Drug information
  - j) Custom MAR print out for each patient once monthly included in service. Changes of more than 50% of the medications list may reprint without fee.
  - k) **Insurance billable Medication Therapy Management and Transitional Care Management services**

2. Pharmacy shall invoice the Community on a monthly basis for all goods **sold to the Community** for their residents. Pharmacy shall invoice the Community on a monthly basis for any expenses incurred for residents that are not reimbursed by insurance. **All items subject to any such direct billing must be preapproved by the Chief Executive Officer, Chief Operating Officer, or their documented authorized agent.** The invoice shall itemize by:
  - a) Prescription drugs
  - b) Over-the-Counter drugs
  - c) Patient comfort items.
  - d) House Stock supply items

### **THE COMMUNITY’S RESPONSIBILITIES:**

1. The Community shall provide an adequate and acceptable space for medication
2. The Community will obtain consent and by the legal guardian or parents of each minor patient for the purposes of medical treatments and pharmacy services.
3. The Community asserts that consent to admit into the Community implies or explicitly states legal consent to treat inclusive of pharmacy services and medication management.
4. The Community shall maintain records for consent and treatment for all patients serviced by Pharmacy for a period of 5 years or the period required by Arizona State regulations. The Community will make available all records of consent and treatment pertaining to patients serviced by Pharmacy for the use of Pharmacy, State Regulators, and the Board of Pharmacy.
5. The Community will provide each patient or respective legal guardian the HIPPA Policies and procedures notice, Privacy notice, and Medicare services notices that are provided by the Pharmacy.
6. The Community shall pay Pharmacy in full within **15** days of the date appearing on any invoice provided by Pharmacy.
7. The Community shall bill each individual patient in accordance with the information provided by Pharmacy in its monthly invoice **(if applicable)**.
8. The Community upon date of termination will provide full payment of all invoices due within 30 days. Past due payments will accrue interest at 2.0% per month.

#### **FOR PHARMACY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

#### **FOR COMMUNITY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Address

\_\_\_\_\_

City/State/Zip

\_\_\_\_\_

Date

\_\_\_\_\_

Address

\_\_\_\_\_

City/State/Zip