



REQUEST FOR BOARD ACTION

ITEM NO. 10.

DATE OF MEETING: September 17, 2012

REQUESTED BY: Carolyn Moser, Health Director, Pender County Health Department

SHORT TITLE: Resolution Authorizing Approval of Purchase Order to Krista Strickland for Pharmacy Consultant Services Contract for Fiscal Year 2012-2013: \$3,553.30

BACKGROUND: The state of North Carolina mandates that pharmacy consultative services must be provided to local health departments when prescription medication is dispensed by Public Health Nurses. The Health Department has contracted with Krista Strickland, Registered Pharmacist to provide these services for the health department at the available contract rate.

SPECIFIC ACTION REQUESTED: To consider a resolution authorizing a purchase order to Krista Strickland for pharmacy consultant services in the amount of \$3,553.30 for Fiscal Year 2012-2013.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.


Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

a purchase order is authorized to Krista Strickland, Registered Pharmacist in the amount of \$3,553.30, for contract consultant services for the fiscal year of 2012-2013.

900 404500 Contract Services (Krista Strickland, R. Pharm.) \$3,553.30

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown ___ Rivenbark ___ Tate ___ Ward ___ Williams ___

George R. Brown, Chairman 9/17/12
Date

ATTEST 9/17/12
Date

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 1st day of September, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Krista Strickland (hereinafter called "Professional"), whose principal office and place of business is in Pender County.

WITNESSETH:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Professional has agreed to provide pharmacist-manager consultant services in support of said programs;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Professional shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. Term of Agreement. The term of this contract shall be one year from the date hereof, subject to prior termination pursuant to Section 18, with possible extension for four (4) additional one year periods if agreed by both the Department and the Professional in writing.

3. Payment. Department shall pay Professional for services rendered pursuant to this agreement the sum of \$355.33 per month for a total per month for a total number of 10 months per fiscal year.

4. Minimum Qualifications. Professional must be licensed to practice pharmacology in North Carolina set forth in Schedule "B", attached hereto and made a part hereof by reference. If requested, professional must also authorize and submit to drug testing, background and driver's license checks, with the results satisfactory to the Department, in its sole discretion.

5. Independent Contractor. Professional acknowledges that, in entering into this contract and providing services, Professional is acting as an independent

contractor; Professional shall not be deemed or construed to be employees of the Department or Pender County. Professional shall be solely responsible for payment of all required State and Federal taxes. Professional shall acquire any Continuing Medical Education (CME) on the Professional's own time.

6. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional, his/her agents, employees and subcontractors.

7. Insurance. Professional shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, and acceptable to County, of the kinds and minimum amounts specified below.

Workers Compensation and Employers Liability Insurance

The Contractor will be required to provide a copy of the insurance binder that indicates the period of coverage.

Professional Liability Insurance

The Contractor will be required to obtain and maintain Professional Liability Insurance and shall hold and save the Department and Pender County harmless from any and all liability and expenses, including attorney's fees, court costs and all other costs incurred by the Contractor, which are caused by the negligence of the Contractor. The Contractor will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

8. Extra Work. Department and Professional shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract time.

9. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

10. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

11. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

12. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

13. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

14. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

To Department:

Pender County Health Department
ATTN: Donna Ramos, Finance
P. O. Box 1209
Burgaw, NC 28425

To Professional:

Krista Strickland, PharmD.
P.O. Box 220
Burgaw, NC 28425

15. Nondiscrimination. Professional will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

16. Non-appropriation. All funds for payment by the Department under this contract are to be billed monthly for service-time provided. The total monthly payments must not exceed **\$3,553.30** for 10 months of services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

17. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

18. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

19. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

PENDER COUNTY HEALTH DEPARTMENT

PROFESSIONAL

Health Director

Krista Strickland

THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

County Finance Officer

SCHEDULE A

Scope of Services

Professional shall provide pharmacy consultant services to the Department. Patients eligible for pharmacy consultant services include children and/or adults who are primarily residents of Pender County and are either covered by Medicaid/Medicare, private insurance, or are uninsured for pharmacy consultant services using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the Department health care program.

Professional shall:

- Provide pharmacy–manager consultation to the Department in the areas of prescription drugs and devices according to G.S. 90-85.34.1 and assure drug control and accountability.
- Assist the Department in the preparation of its pharmacy requirements and assure compliance with all laws and rules.
- Be available for telephone communications and meetings with staff and various boards as needed.
- Prepare suspensions for children from medications supplied by the State for communicable disease outbreaks and treatment of tuberculosis.
- Assist in training staff for pharmacy including public health registered nurses for dispensing.
- Verify accuracy of pharmacy records; maintain medical records accurately to manage risk, provide continuity of care, and assure quality of care.
- Maintain high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
- Maintain quality communication and interaction with intra- and interdepartmental personnel and any external entity which position interacts, and update public health nurses regarding new dispensing requirements.
- Develop and maintain considerable knowledge of the principles and practices of Department programs.

- Provide zero-revenue pharmacy–manager services to clients with no payment source at the discretion of the Department.
- Payment to the professional for these services shall be made at the monthly rate specified herein.
- Provide guidance, support, and feedback relating to problems.

SCHEDULE B

Professional shall have graduated from an approved school of pharmacology/medicine, be properly and currently licensed to practice in the State of North Carolina and must have a valid North Carolina driver's license.

North Carolina Pharmacist License Number _____

Social Security Number _____

NC State Driver's License Number _____

Professional shall have considerable knowledge of the practice and principles of general pharmacology, preventive measures, community resources and other standards of public health.

Professional shall have knowledge of state and federal guidelines for recommended pharmacy practice and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.