AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; City Market Pharmacy;

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County HHS and City Market Pharmacy

Term Begins: 3/2018 **Term Ends:** **Grant Contract #:**

Summary:

Pursuant to Board of Health Rule 6 CCR 1006-5: requires local public health agencies subject to Section 25-1-501 et seq., C.R.S. to address procurement, storage, and distribution of a least a three-day supply of two different antibiotics, doxycycline and ciprofloxacin

Fiscal Impact:

Submitted by: B. Lucero for C. Worrall **Submitter's Email Address:** Cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/19/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/20/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/22/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/27/2018

Revised April 2015

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, entered into between Gunnison County Health and Human Services hereinafter referred to as "Gunnison County" and City Market Pharmacy hereinafter referred to as the "Contractor", is made pursuant to the Colorado State Board of Health Rule 6 CCR 1006-5.

WHEREAS, 6 CCR 1006-5 requires local public health agencies subject to Section 25-1-501 et seq., C.R.S. to address procurement, storage, and distribution of a least a three-day supply of two different antibiotics, doxycycline and ciprofloxacin; and

WHEREAS, this prophylaxis will be provided to those employees of Gunnison County immediately responding to an emergency epidemic;

NOW, THEREFORE, in consideration of the rights and obligations contained herein, Gunnison County and the Contractor agree as follows:

I. RESPONSIBILITIES

A. The Contractor is a licensed facility and employs duly licensed staff to practice in the State of Colorado.

B. The Contractor will notify Gunnison County in the event that they will not be able for any reason to provide the services set forth herein.

C. The Contractor will store pharmaceutical supplies of choice by and for Gunnison County. The quantity will be determined by Gunnison County employee needs and provided to the Contractor every year of agreement within thirty (30) days of execution. (Attachment A)

D. Said pharmaceutical supply is the property of City Market. The Contractor will immediately make said pharmaceuticals available to Gunnison County upon notification of the need for the pharmaceuticals.

E. The Contractor may use said pharmaceuticals to ensure best practices against expiration, provided quantity is replenished by the Contractor to original inventory quantity.

F. If said pharmaceutical supply cannot be rotated for use before expiration, the Contractor shall notify Gunnison County, replenish expired inventory, and submit billing information to Gunnison County for payment.

II. INDEMNITY/LIABILITY

A. The Parties agree to indemnify and hold harmless each other and each other's respective officers, directors, agents, subcontractors, employees and other members of its workforce from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost, expenses, including reasonable attorney's fees, in law or in equity, or any kind of nature whatsoever, arising out of or in any manner directly or indirectly in connection with this Agreement.

B. The Contractor makes no warranties whatsoever hereunder, including any implied warranties of merchantability or fitness for a particular purpose with respect to any products provided hereunder. City Market agrees to rely solely upon the descriptions and warranties contained on the products sold and provided pursuant hereto and to enforce all such warranties solely against the manufacturer of such products. Gunnison County acknowledges and agrees that the Contractor is not the manufacturer of any products sold and provided pursuant hereto.

III. TERM

This Agreement shall be in effect until either Party submits, with 30 day notice, a letter of termination. The Agreement shall be reviewed annually.

IV. COMPENSATION AND PAYMENT

A. Gunnison County shall reimburse the Contractor at the current pharmaceutical supply rate which will be documented and approved. (Attachment B)

B. The Contractor shall submit invoice on forms acceptable to Gunnison County within sixty (60) days of execution. Failure to submit billing information in a timely manner and correct format shall result in non-payment of invoice.

C. The Contractor shall be reimbursed within thirty (30) days of receipt and approval of the invoices.

V. INDEPENDENT CONTRACTOR

A. The Contractor shall perform the duties hereunder as an independent contractor and not as an employee of Gunnison County. The Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services purchased under this Agreement, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

B. Neither the Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Gunnison County. Further, the Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

VI. TERMINATION

Gunnison County or the Contractor may terminate this Agreement by giving thirty (30) days' notice, in writing, to the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 6th day of March, 2018.

(LOCAL PUBLIC HEALTH AGENCY)

Name:
Title:

ATTEST:

CONTRACTOR

Name: Michelle Izor
Title: Pharmacy Merchandiser King Soopers/City Market Pharmacy

Attachment A

Dosage Calculation

- Number of Health and Human Services Employees = **36**

  Will get half of the antibiotics in Doxycycline and half in Ciprofloxacin.

- **Doxycycline**: 100mg tablets, 2 x a day for 18 people = 108 doses
- **Ciprofloxacin:** 500mg tablets 2 x a day for 18 people = 108 doses

Attachment B

Current Pharmaceutical Supply Rate

Doxycycline Monohydrate 100mg capsules $0.75 per unit

OR

Doxycycline Hyclate 100 mg capsules $3.31 per unit

(depending on market availability)

Ciprofloxacin 500mg table $0.93 per unit