

# CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## CLIENT

Mangum Regional Medical Center  
1 Wickersham Drive; Mangum, OK 73554  
(the "Client")

## CONSULTANT

Pharmacy Consultants, Inc. DBA 340B  
Compliance Partners  
1310 Cove Lane Road; Roaring Spring, PA  
16673  
(the "Consultant")

## BACKGROUND

- A. The Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
    - 340B Compliance Partners Platinum Plan (Monthly Maintenance)**
    - a. Includes annual independent audit, as described in attached proposal.
    - b. Includes having a resource available via phone/email (experienced pharmacist) for questions and guidance throughout the term. This includes reaching out to HRSA/Apexus anonymously on your behalf.
    - c. Fee is parsed over 12 months for ease of budgeting
    - d. Policy & Procedure review with recommendations for edits if gaps identified compared to HRSA expectations, as well as guidance on industry best-practices

- e. Originate (if needed) a facility 340B oversight committee, as well as facilitate meetings with agenda/minutes generation.
- f. Assist with vendor review, negotiation, and selection
- g. Review Contract Pharmacy agreements
- h. Analyze TPA functionality
- i. Review the ongoing monthly audits performed by your staff
- j. Provide written reports to leadership
- k. 340B Compliance Partners assigned analyst for your account to complete monthly internal audits of all relevant universes on your behalf
- l. Analysis of missed opportunities for increased 340B savings
- m. 25% discount provided for annual independent audit.

## **2. Referral Prescription Capture Services**

- a. Referral Strategist assigned to your account to review potential queue created by TPA(s).
- b. View access to your EHR to determine required elements of the medical record.
- c. Will reach out to specialist offices to request care notes be sent to your medical records department, if needed.
- d. Auditable records readily available.
- e. Charged as a percent of net CE benefit

## **3. 340B Data Management Services**

- a. 340B ESP Data Submission includes submission of data on a bi-monthly basis. This encompasses generating data extracts from source systems, performing necessary file manipulations, such as NDC filtering, and ensuring the data is submitted on time.
- b. 340B ESP Data Monitoring including monitoring and resolving issues arising from data submission. This encompasses ensuring all contracted pharmacies are in the appropriate and expected status within the 340B ESP platform and auditing contract loads at the wholesale level.
- c. 340B ESP Data Analytics including aggregating and data analysis to provide a summarized quarterly report.
- d. TPA Data File Creation including the generation of data files from source systems to meet the required specifications for the destination Third Party Administrator.
- e. TPA Data File Automation including the creation of automated processes to generate the needed data files and submit them to the source systems for ingestion.
- f. TPA Data File Maintenance including any needed file edits secondary to changes in the source or destination system to maintain continuous operation.
- g. TPA Data File Monitoring including monthly verification of file transmission from source system and ingestion of file at destination system.
- h. Monthly report of financial performance for each CE
- i. Monthly review of outlier accumulations in the contract pharmacy space (both large positive accumulations and negative accumulations) and corrective action

taken as applicable..

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until January 31, 2024 or for one year from start of agreement. The Term may be extended with the written consent of the Parties.

## **PERFORMANCE**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

6. The Consultant will charge the Client for the Services as follows (the "Compensation"):
  - The Client will pay the Consultant a monthly flat fee of \$2600.00 and travel reimbursement will be billed at completion of annual onsite 340B audit. For Platinum Plan, the referral prescription capture service is billed at 10% of CE net benefit as defined in proposal.
7. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
8. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.
9. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **INTEREST ON LATE PAYMENTS**

10. Interest payable on any overdue amounts under this Agreement is charged at a rate of 2.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **CONFIDENTIALITY**

11. Confidential information (the "Confidential Information") refers to any data or information relating

to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
13. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

#### **RETURN OF PROPERTY**

16. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

17. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

#### **AUTONOMY**

18. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction

of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

19. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

20. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Mangum Regional Medical Center  
1 Wickersham Drive; Mangum, OK 73554
- b. Pharmacy Consultants, Inc. DBA 340B Compliance Partners  
1310 Cove Lane Road; Roaring Spring, PA 16673

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **ADDITIONAL CLAUSE**

23. Consultant may agree to additional tasks outside scope of agreement for agreed upon fees, and

an amendment will be created to delineate those services.

## **MODIFICATION OF AGREEMENT**

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

26. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

31. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

## **SEVERABILITY**

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Mangum Regional Medical Center

Per: \_\_\_\_\_

Officer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Pharmacy Consultants, Inc. DBA 340B

Compliance Partners

Per: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

Date: \_\_\_\_\_