

**HARFORD COUNTY HEALTH DEPARTMENT
Division of Addiction Services**

**PHARMACEUTICAL DISPENSING SERVICES
BID NO. HCHD 14-003**

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between **Harford County Health Department**, an agency of the State of Maryland, hereinafter referred to as the "Health Department" and **Contractor's Name, a Maryland Corporation** hereinafter called the "Contractor".

WITNESSETH,

SECTION I: ITEM

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide pharmacy services for prescribed medications by the submission of a prescription written and signed by the Health Department's Medical Director of Addiction Services, which are listed on ATTACHMENT B and is attached and incorporated by reference herein, for uninsured participants of the Health Department Division of Addiction Services on an as required basis during the term of the Agreement.

SECTION II: INCLUSIONS

The above-mentioned Invitation for Bid No. 14-003 and the Contractor's Bid dated _____ are incorporated herein by reference and each and all are made part of this Agreement.

SECTION III: TYPE OF AGREEMENT

A. This Requirements Agreement under which the Health Department is obligated during the term of the Agreement to obtain its normal requirements for pharmaceutical dispensing services from the Contractor and the Contractor is obligated to provide those pharmaceutical dispensing services which the Health Department requires in its operation.

B. Should an emergency arise for pharmaceutical dispensing services for participants of the Health Department, which cannot be supplied by the Contractor, the Health Department reserves the right to contract said services from other sources to meet these emergency needs without prejudice of the Agreement.

SECTION IV: QUANTITIES

A. Quantities are estimates for bid purposes only and may not be considered as a requirement on the part of the Health Department to purchase a minimum or maximum of services.

B. Actual requirements may be more or less than quantities estimated in the bid. Additional quantities may be ordered during the period of time specified at unit prices set forth in the Agreement.

C. The Health Department reserves the right not to order any quantities if it is found that such supplies or services are not required during the period of time specified.

SECTION V: PAYMENTS

A. The Health Department agrees to pay the Contractor as the consideration for the full and faithful performance of this Agreement at unit prices set forth in the Contractor's bid for items ordered and received by the Health Department. Invoices shall be received by the 15th of each month for goods/services rendered for the previous month.

B. All invoices must be dated and include the following:

- 1) Contractor's name and mailing address;
- 2) Contractor's Federal Tax Identification or Social Security Number;
- 3) Contract Number HCHD 14-003
- 4) Date(s) of Service
- 5) Name of Client
- 6) Prescription Number
- 7) Name of medication, strength, and number dispensed
- 8) Amount owed to Contractor

C. The Health Department shall make all payments to the Contractor utilizing the Corporate Purchasing Card for invoice totals not exceeding five thousand dollars (\$5,000.00).

D. Electronic Funds Transfer shall be required if the Contractor does not accept payments by the Corporate Purchasing Card.

E. The Contractor shall register using the COT/GAD X-10 Vendor Electronic Funds Transfer (EFT) Registration Request Form, which can be downloaded by visiting the Comptrollers website at <http://compnet.comp.state.md.us/qad>. Electronic payments will be deposited directly into the Contractor's bank account within two (2) banking days of the Comptroller's authorization to pay.

F. Related records will be available for audit purposes during normal business hours as often as deemed necessary.

G. Payments made to the Contractor shall not exceed an annual total amount of \$80,000.00.

SECTION VI: TERMS

A. This Agreement shall commence on July 1, 2013 and expire on June 30, 2014 with the provision to renew for two (2), one (1) year terms under the same terms, conditions and pricing.

B. This Agreement may be canceled or terminated by the Health Department for any breach by the Contractor and all money due the Contractor or becoming due hereunder shall be forfeited for any breach of the terms or conditions of this Agreement.

SECTION VII: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

SECTION VIII: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION IX: TERMINATIONS

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the Health Department in accordance with this clause in whole, or from time to time in part, whenever the Health Department shall determine that such termination is in the best interest of the Health Department. The Health Department will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment of the benefit of the creditors, or if a receiver is appointed on account of his insolvency, or if it persistently refuses or fails to perform the work indicated in this Invitation for Bids or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement documents, then the Health Department, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendars days written notice, terminate the employment of the Contractor. Any written notices

required by this Contract shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, (C) certified mail, or (D) overnight courier service.

Any notice required by this Agreement is to be sent to the Contractor at:

Any notice required by this Agreement is to be sent to the Health Department at:

Mary Claire Brett
Harford County Health Department
120 S. Hays Street, Suite 300
Bel Air, Maryland 21014

SECTION X: CHANGES

No modification shall be made to this Agreement without the express authorization of the Health Officer. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XI: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract; and it further agrees to comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract.

SECTION XII: AFFIDAVITS

Bid/Proposal Affidavit and Contract Affidavit, Appendices A and B, respectively, are attached hereto and incorporated by reference.

XIII: TERMINATION/CANCELLATION

In the event the Contractor fails to meet any of the requirements of the Agreement, the Health Department may terminate the Agreement at any time by providing thirty (30) days written notice to the Contractor. In the event the Contractor should wish to terminate the Agreement at any time, a sixty (60) day written notice is required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

WITNESS/ATTEST:

CONTRACTOR'S NAME

By: _____
Authorized Signatory

Print Name

Title

WITNESS/ATTEST:

HARFORD COUNTY HEALTH DEPARTMENT

By: _____
Susan Kelly, EHS
Health Officer

Approved for form and legal sufficiency
this _____ day of _____, 2013.

Richard G. Herbig
Senior Assistant County Attorney