

## PHARMACIST-IN-CHARGE AGREEMENT

This Agreement made effective this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Board of County Commissioners of Harper County, Kansas, acting as the Harper County Board of Health (hereafter called County), and Harper Pharmacy, Harper, Kansas (hereinafter called Pharmacy), witness that:

WHEREAS, the Pharmacy operates a pharmacy, which provide pharmacy services in Harper County and the Pharmacy employs licensed pharmacists to deliver such services, and

WHEREAS, the County operates a Health Department that distributes and controls prescription medications, and whereas the County desires to contract with the Pharmacy to provide a pharmacist-in-charge for supervision of distribution and control of such prescription medications

WHEREAS, the parties have negotiated an agreement concerning their respective interest and wish to reduce their agreement to a written document reflecting their intentions,

THEREFORE, the parties mutually agree as follows:

1. This Agreement shall be in accordance with the Kansas Pharmacy Laws and Regulations governing pharmacy practice.
2. The pharmacist-in-charge shall supervise distribution and control of prescription medications in the health department. When not on the premises, a designated registered nurse(s) or licensed physician assistant approved and supervised by the pharmacist, shall be in charge of distribution and control of drugs in the health department. Distribution and control shall conform to requirements of KSA 68-7-18. This includes:
  - a. Pharmacist-in-charge shall consult with the medical supervisor and director of nursing to determine a formulary for approved drugs.
  - b. Pharmacist-in-charge shall review procedures for distribution and control of drugs.
  - c. The procedures for the control and distribution of drugs within the health department shall be consistent with the requirements of this regulation for record keeping, supplying drugs to patient, and repackaging.
  - d. A pharmacist-in-charge shall meet the provisions of KAR 68-1-2a and 68-7-13.

3. The pharmacist-in-charge shall review the procedures outlined below for the distribution and control of all drugs within health department facility and shall be responsible for:
  - a. Ensuring the development of programs for supervision of all personnel in the distribution and control of drugs;
  - b. Ensuring the development of a policy and procedure manual governing the storage, control, and distribution of drugs;
  - c. Maintaining documentation of at least quarterly checks of drug records, drug storage conditions, and drugs stored in all locations within the facility;
  - d. Establishing a drug recall procedure that can be effectively implemented; and
  - e. Ensuring the development of written procedures for maintaining records of distribution and prepackaging of drugs.
4. The pharmacist-in-charge is not responsible for nursing programs, as defined in the Kansas Nurse Practice Act, which is the responsibility of the Harper County Health Department nursing staff, nor is the pharmacist-in-charge responsible for individual patient care ordered by the patient's private physician.
5. This Agreement shall continue to be in full force and effect until such time as either party gives the other party sixty (60) days written notice of termination.
6. Liability insurance for the pharmacist-in-charge will be provided by the Pharmacy.
7. In consideration of the foregoing, the County shall pay to the Pharmacy the sum of \$200.00 per year, payable quarterly.

Date \_\_\_\_\_

\_\_\_\_\_  
 Brian Waldschmidt, Chair  
 Harper County Commissioners/Board of Health

Date \_\_\_\_\_

\_\_\_\_\_  
 Greg Heikes  
 License Number: \_\_\_\_\_  
 Pharmacist-in-charge