



Central Fill Pharmacy Agreement

Document No.: F-604a

Version No.: 2

Effective Date: _____

THIS CENTRAL FILL PHARMACY AGREEMENT is entered into effective, _____ (“effective date”), by and between, _____, a limited liability company and **OPS INTERNATIONAL, INC DBA OLYMPIA PHARMACY**, a Florida corporation company.

Recitals

WHEREAS, _____ **AND OLYMPIA PHARMACY** are both duly licensed pharmacies in the State of Florida, and OLYMPIA PHARMACY holds a current Special Sterile Compounding Permit from the Florida Board of Pharmacy, pursuant to Section 64B16-28.100, Florida Administrative Code;

WHEREAS, _____ periodically receives requests from clients for prescription drugs that are not commercially available and OLYMPIA PHARMACY has the ability to prepare/compound such prescription drugs in conformance with all applicable federal and state laws, rules and regulations; and,

WHEREAS, _____ **and OLYMPIA PHARMACY** desire to enter into a contractual relationship in which OLYMPIA PHARMACY agrees to perform centralized prescription filling, as that term is defined under Section 465.003, Florida Statutes, and in accordance with Section 465.0265, Florida Statutes and Section 64B16-28.450, Florida Administrative Code, solely with respect to such drugs that are not commercially available and require compounding.

NOW, THEREFORE, in consideration of the foregoing recitals which are true and correct and hereby incorporated into and as an integral part of this Agreement by this reference, and the mutual obligations and promises set forth herein, _____ and OLYMPIA PHARMACY agree as follows:

465.0265 Centralized prescription filling.

(1) A pharmacy licensed under this chapter may perform centralized prescription filling for another pharmacy, provided that the pharmacies have the same owner or have a written contract specifying the services to be provided by each pharmacy, the responsibilities of each pharmacy, and the manner in which the pharmacies will comply with federal and state laws, rules, and regulations.

(2) Each pharmacy performing or contracting for the performance of centralized prescription filling pursuant to this section must maintain a policy and procedures manual, which shall be made available to the board or its agent upon request. The policy and procedures manual shall include the following information:

- (a) A description of how each pharmacy will comply with federal and state laws, rules, and regulations.
- (b) The procedure for maintaining appropriate records to identify the pharmacist responsible for dispensing the prescription and counseling the patient.
- (c) The procedure for tracking the prescription during each stage of the filling and dispensing process.
- (d) The procedure for identifying on the prescription label all pharmacies involved in filling and dispensing the prescription.
- (e) The policy and procedure for providing adequate security to protect the confidentiality and integrity of patient information.
- (f) The procedure to be used by the pharmacy in implementing and operating a quality assurance program designed to objectively and systematically monitor, evaluate, and improve the quality and appropriateness of patient care.

(3) The filling, delivery, and return of a prescription by one pharmacy for another pursuant to this section shall not be construed as the filling of a transferred prescription as described in s. [465.026](#) or as a wholesale distribution as defined in s. [499.003](#).

(4) The board shall adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) necessary to implement this section.



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64B16-28.450 Centralized Prescription Filling, Delivering and Returning.

(1) As used herein:

(a) The term “originating pharmacy” means a pharmacy wherein the prescription which will be filled by the central fill pharmacy is initially presented; and,

(b) The term “central fill pharmacy” means a pharmacy which performs centralized prescription filling, delivering, and returning for one or more originating pharmacies.

(2) Pharmacies acting as the central fill pharmacy must:

(a) Be authorized to dispense medications under the provisions of Chapter 465, F.S., and the rules promulgated thereto; and,

(b) Have the same owner as the originating pharmacy or have a written contract specifying the services to be provided by each pharmacy, the responsibilities of each pharmacy, and the manner in which the pharmacies will comply with federal and state laws, rules, and regulations.

(3) All central fill and originating pharmacies engaged in centralized prescription filling shall create and keep current a Policy and Procedure Manual which shall:

(a) Be maintained at the locations of the central fill and originating pharmacies;

(b) Include the information required by Sections 465.0265(2)(a)-(f), F.S.;

(c) Designate the types of medications that may and may not be filled by the central fill pharmacy;

(d) Set forth procedures for communicating orders from the originating pharmacy to the central fill pharmacy;

(e) Set forth procedures for securely transporting the filled prescriptions from the central fill pharmacy to the originating pharmacy; and,

(f) Designate the specific services provided and the duties and responsibilities of the central fill and originating pharmacies.

(4) The central fill and originating pharmacy shall each be identified on the prescription container label. The originating pharmacy shall be identified with pharmacy name and address. The central fill pharmacy may be identified by a code available at the originating pharmacy. Prescription and labeling requirements for pharmacies participating in central prescription filling, delivering and returning:

(a) Prescriptions may be transmitted electronically from an originating pharmacy to a central fill pharmacy including via facsimile. The originating pharmacy transmitting the prescription information must:

1. Electronically record in the pharmacy record keeping system or document on the face of the original prescription that the prescription has been filled at a central fill pharmacy. If a controlled substance, write the word “central fill” on the face of the original prescription and record the name, address, and DEA registration number of the originating pharmacy to which the prescription has been transmitted and the name of the originating pharmacy’s pharmacist transmitting the prescription, and the date of transmittal,

2. Ensure all the information required to be on a prescription pursuant to Sections 456.0392 and 893.04, F.S., is transmitted to the central fill pharmacy either on the face of the prescription or in the electronic transmission of information,

3. Indicate in the information transmitted the number of refills already dispensed and the number of refills remaining,

4. Maintain the original prescription for a period of four (4) years from the date the prescription was last filled,

5. Keep a record of receipt of the filled prescription, including the date of receipt, the method of delivery (private, common or contract carrier) and the name of the originating pharmacy’s employee accepting delivery.

(b) The central fill pharmacy receiving the transmitted prescription must:

1. Keep a copy of the prescription if sent via facsimile, or an electronic record of all the information transmitted by the originating pharmacy, including the name, address, and DEA registration number, if a controlled substance, of the originating pharmacy transmitting the prescription,



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2. Keep a record of the date of receipt of the transmitted prescription, the name of the licensed pharmacist filling the prescription, and dates of filling or refilling of the prescription,

3. Keep a record of the date the filled prescription was delivered to the originating pharmacy and the method of delivery (private, common or contract carrier),

4. A central fill pharmacy's pharmacist filling a written or emergency oral prescription for a controlled substance listed in Schedule II shall affix to the package a label showing the date of filling, the originating pharmacy's name and address, a unique identifier (e.g., the central fill pharmacy's DEA registration number) indicating the prescription was filled at the central fill pharmacy, the serial number of the prescription, the name of the patient, the name of the prescribing practitioner, and directions for use and cautionary statements, if any, contained in such prescription or required by law.

(5) Delivery of medications. All deliveries of medications from the central fill pharmacy to the originating pharmacy or to the ultimate consumer must be made in a timely manner.

(a) A community central fill pharmacy may deliver medications for an originating pharmacy to the ultimate consumer or the consumer's agent under the following additional conditions:

1. The pharmacies are under the same ownership or have a written contract specifying the services to be provided by each pharmacy, including delivery services to the ultimate consumer or the consumer's agent.

2. The pharmacies shall have a pharmacist available 40 hours a week, either in person or via two-way communication technology, such as a telephone, to provide patient counseling.

3. The pharmacies shall include a toll-free number that allows the patient to reach a pharmacist for the purposes of patient counseling.

4. The central fill pharmacy shall only deliver via carrier to the ultimate consumer or the consumer's agent those medications which could have been delivered via carrier by the originating pharmacy.

5. The central fill pharmacy shall not deliver to the ultimate consumer or consumer's agent substances listed as controlled substances under Chapter 893, F.S.

(b) The delivery of a filled prescription by a community central fill pharmacy to the ultimate consumer or the consumer's agent pursuant to a contract with an originating pharmacy shall not be considered dispensing within the definition set forth in Section 465.003(6), F.S.

(c) A Class II institutional central fill pharmacy may only deliver medications to the originating pharmacy.

(6) Each pharmacist that performs a specific function within the processing of a central fill prescription shall be responsible for any errors or omissions committed by that pharmacist during the performance of that specific function.

(7) A community pharmacy which acts as the central fill pharmacy and which notifies the Board that its pharmacy practice is limited only to such practice shall be exempt from the following rules:

(a) Rule 64B16-28.1035, F.A.C., Patient Consultation Area;

(b) The signage requirement of subsection 64B16-28.109(1), F.A.C.; and,

(c) Rule 64B16-28.1081, F.A.C., Regulation of Daily Operating Hours.

Rulemaking Authority 465.005, 465.0155, 465.0265 FS. Law Implemented 465.003(16), 465.019, 465.022, 465.0265 FS. History—New 9-23-03, Amended 7-27-04, 4-28-08, 2-5-14, 8-27-15, 3-15-16.

Indemnification and Hold Harmless

1. The parties each agree to indemnify, defend and hold the other and the officer's officers, directors and managers (collectively, "Indemnified Party") harmless from and against all demands, claims, actions, losses, damages, liabilities, penalties, judgments, costs and expenses including, without limitation, interest, attorneys' fees and court costs, asserted by or awarded to a third party against an



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Idemnified Party, by reason of or resulting from a breach of this Agreement or breach of any representation, warrenty, covenant or condition under this Agreement, or a negligent act or omission of such party. _____ (Initial here)

2. If any claim, demand, assessment, liability or cost incidental thereto is asserted against a party, should an Indemnified Party wish to seek indemnification from the other party, it must do so in writing. Failure to notify a party in writing shall not relieve the party from its obligation to idemnify, unless the party is actually prejudiced by failure. The idemnified Party seeking indemnification will allow the other party the opporunity to assume entire control of the defense, compromise or settlement of any such claim through its own counsel and at its own expense; provided, that no such compromise or settlement shall include any terms and conditions applicable to such Indemnified Party without such party's consent. If the idemnifying party does not assume entire control of the defense, compromise or settlement of the claim, the Idemnified Party may compromise or settle such claim upon reasonable terms.

_____ and OPS INTERNATIONAL, INC DBA Olympia Pharmacy each agree to cooperate fully with respect to the defense of any such claims, and shall not unreasonably withhold consent to compromise or settle any claims subject to ndemnification under this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OPS INTERNATIONAL, INC DBA OLYMPIA PHARMACY a corporation company
By: _____
Its: _____

_____ Pharmacy, A _____ company
By: _____
Its: _____

CREDIT CARD / ACCOUNT SETUP AUTHORIZATION FORM

Fax Completed Form to: (866) 249-9083

I, _____ authorize Olympia Compounding Pharmacy to charge my credit card below the amount of \$ _____

*(Enter **"BILLING"** to have this card billed on a regular and ongoing basis for your account)

Circle one: MC / VISA / AMEX

Name on card: _____

Card Number: _____

CVV Code: _____

Expiration Date: _____

Credit Card Billing Address: _____

Shipping Address (if different from billing): _____

Cardholder Signature: _____ Today's Date: _____

Physician Name: _____

License Number: _____

NPI#: _____

DEA#: _____

Email address (for invoices to be sent): _____

****TERMS:** New accounts are normally billed every 7 days. Alternate terms may be arranged by contacting Maribeth Duchano at 407-673-2222 or maribeth@olympiapharmacy.com