

# License Protection Services LLC

## Consulting Service

### ***Board Inspection - License Protection Handbook***

The **California State Board of Pharmacy** is citing and fining over 80 licenses per month, at an average cost of over \$900 per fine. **You will be inspected.** The question is when? Be prepared now by contacting us today and receive your *License Protection Handbook*. Our *Handbook* has helped many pharmacies pass a surprise Board inspection for both new and existing pharmacies. The *Handbook*, written specifically for a State Board inspection includes the following and much more:

- CA BOP Inspection Checklist – Items Inspected
- Policies & Procedures – Required by the Board
- Pre and Post Audit Consultations – Questions & Answers
- Quality Assurance Manual – Risk Management Systems
- Power of Attorney Forms/Controlled Substance Systems
- Non-Sterile Compounding Compliance Manual
- Board Required Operational Procedures
- Updated In Real-Time With New Laws and Regulations
- *Inspector Dan Newsletter*

It is dangerous to believe that a system as complex as a modern pharmacy can operate efficiently without systematic controls in place. Likewise, there is no last minute opportunity to prepare for an event as important as a State Board of Pharmacy inspection. The profession of pharmacy, by its nature, is fraught with risk on its best day. Consistent diligence is the only true path to compliance.

Once the Board of Pharmacy inspector arrives at your new or existing pharmacy and announces a site inspection, the time is long past to think about preparation. Prior planning will avert confusion at the outset of the inspection and avoid making a long day even longer. With the help of License Protection Services LLC, our *License Protection Handbook* and our Consulting Forum with, Jeb Sydejko, Pharm.D., J.D., we will not only save you time in preparing for the inspection, but we will also inspire confidence that your operation is orderly, focused, and practicing under the laws regulated and enforced by the State Board of Pharmacy.

**Voicemail Testimonial:** *"Hi Jeb, this is Dina from JJ Trinity. I just wanted to let you know...thank you so much, you saved me. The Board of Pharmacy actually came in yesterday, a week after you came and they found nothing. She was actually very happy, and she said we did wonderful. So thanks again, your services were amazing and God bless. "Dina JJ Trinity Compounding Pharmacy, Valencia, California"*

#### **Pricing**

**Gold Package: \$689/year or \$1,889/3-years**

(includes *Handbook* and unlimited questions & answers\*)

**Silver Package: \$589/year or \$1,589/3-years**

(includes *Handbook* and only 10 questions & answers\*)

**Bronze Package: \$489/year or \$1,289/3-years**

(includes *Handbook* and only 1 question & answer\*)

\* Limited to Board of Pharmacy Compliance questions

**Order today by faxing this page, the attached ACH Payment Authorization Form and the Consulting Agreement to 866-205-5805 or by mailing this page and the Consulting Contract with a check to: "License Protection Services LLC" - 30478 100<sup>th</sup> Street, New Auburn, Wisconsin 54757**

**Gold Package: \$689/year**     **Silver Package : \$589/year**     **Bronze Package : \$489/year**

**Gold Package:\$1889/3year**     **Silver Package :\$1589/3year**     **Bronze Package: \$1289/3year**

**Automatic Membership Renewal. Lock-in your price for all future renewals by authorizing License Protection Services LLC to automatically deduct from your checking or savings account your membership amount once each year on the same month/day, membership type and price associated with your account.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Pharmacy Name: \_\_\_\_\_ License Number: \_\_\_\_\_

Email: \_\_\_\_\_

Shipping Address:     Check box if the shipping address is the same as the pharmacy address

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_



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30478 100th Street • New Auburn • WI • 54757 • Voice 661-271-7669 • Fax 866-205-5805  
www.licenseprotection.com • email: JebRxJD@gmail.com

## ACH Payment Authorization Form

Your payment will be automatically deducted from your business checking account. Just complete and sign this form and include a copy of a voided check to get started!

### ACH Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Receive your *License Protection Handbook* much faster
- With the Automatic Membership Renewal (Option 2) your membership will never lapse PLUS your price will be locked in for future automatic renewals.

### Here's How The ACH Payments Work:

You authorize scheduled charges (One Time Charge: Option 1 or Automatic Membership Renewal: Option 2) to your checking account. You will be charged the amount indicated below each billing period. The charge will appear on your bank statement as an "ACH Debit". You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

### OPTION 1: Non-Automatic Membership Renewal Option - One time only charge

I \_\_\_\_\_ authorize License Protection Services LLC to  
(Full Name)

charge my bank account indicated below for \$ \_\_\_\_\_  
(Full Amount)

on \_\_\_\_\_.  
(Today's Date)

This payment is for the License Protection Service – One Time Charge Only.

**OPTION 2: Automatic Membership Renewal Option: Full Price – Reoccurring**

I \_\_\_\_\_ authorize License Protection Services LLC to charge my  
(Full Name)

bank account indicated below for \$ \_\_\_\_\_ on \_\_\_\_\_ of  
(Full Amount) (Month and day)  
each year.

This payment is for the License Protection Service - Automatic Membership Renewal

**Billing Information**

Pharmacy Name: \_\_\_\_\_ License Number: \_\_\_\_\_

Business Checking Account Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

**Bank Details**

Checking **\*\*\*Please include a copy of a voided check\*\*\***

Option 1: One time payment authorization only.  
Option 2: Automatic Membership Renewal Option

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify License Protection Services LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that License Protection Services LLC may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE \_\_\_\_\_  
(Account Holder's Signature)

DATE \_\_\_\_\_



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## Consulting Agreement

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between LICENSE PROTECTION SERVICES L.L.C., having its principal place of business at 30478 100<sup>th</sup> Street, New Auburn WI 54757 (the “Consultant”), and

\_\_\_\_\_  
Name of the Pharmacy (“Client”)

\_\_\_\_\_  
Address of the Pharmacy

who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of CALIFORNIA BOARD OF PHARMACY COMPLIANCE (Hereinafter “PHARMACY COMPLIANCE”); and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to PHARMACY COMPLIANCE according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

### **1. Term**

The Term of this Agreement shall be for a period of: (please check off according to the one year or three year service)

One Year

Three Years

from the date stated below (“Effective Date”), and shall be automatically renewed for any successive periods or renewal of said consulting services.

### **2. Consulting Services**

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to PHARMACY COMPLIANCE (the “Consulting Services”).

### 3. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant at the rate of: (please check off according to your level of service)

\$689.00 Gold Package 1/Year     \$589.00 Silver Package 1/Year     \$489.00 Bronze Package 1/Year

\$1,889.00 Gold 3/Year     \$1,589.00 Silver 3/Year     \$1,289.00 Bronze 3/Year

### 4. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, or business plans (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

### 5. Arbitration Agreement

If we are unable to resolve a dispute, we agree that any such dispute will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES OR SERVICES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. Notwithstanding the above, if the amount of the fees and expenses in dispute are less than \$5,000, then we agree that License Protection Services L.L.C. shall have the right to utilize Small Claims Court to resolve our dispute. Further, and in any event, the prevailing party will be entitled to recover its reasonable arbitration and/or attorney's fees and court costs.

### 6. Indemnification

You agree to hold License Protection Services L.L.C., its owners, employees and agents (collectively "LPS") harmless for any and all liabilities, losses, costs and expenses relating to this engagement, as well as losses or expenses incurred by reason of any action taken or committed to be taken by LPS in good faith. The foregoing sentence shall not apply to any matter(s) that results from LPS's gross negligence or willful misconduct. In any case, however, LPS's total liability and that of our owners, employees and agents for all claims of any kind arising out of, relating to or connected with this engagement shall be limited to the total fees paid to LPS under this engagement.

**7. No Modification Unless in Writing**

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

**8. Applicable Law**

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Pharmacy Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

LICENSE PROTECTION SERVICES L.L.C.

\_\_\_\_\_

Jeb F. Sydejko Pharm.D., J.D.

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