

**PHARMACY SERVICES AGREEMENT**  
(On-Site Pharmacies)

**THIS PHARMACY SERVICES AGREEMENT** (the “Agreement”) is made as of \_\_\_\_\_ (“Effective Date”), by and between **County of Sonoma, a political subdivision of the State of California, (hereinafter “County” or “Provider”)** and **Genoa Healthcare, LLC (“Pharmacy”)** (each a “Party” and collectively, the “Parties”).

**RECITALS**

**WHEREAS**, Provider operates a behavioral health adult medical clinic located at 2235 Challenger Way, Santa Rosa, CA 95407 (“Provider Location”), which provides behavioral health services to individuals (“Patients”);

**WHEREAS**, Pharmacy provides pharmacy products (“Pharmacy Products”) and related services (“Pharmacy Services”) to customers throughout the United States (Pharmacy Products and Pharmacy Services are sometimes collectively referred to as “Pharmacy Products and Services”);

**WHEREAS**, Pharmacy and Provider have determined to enter into this Agreement pursuant to which Pharmacy shall provide certain Pharmacy Products and Services to Provider; and

**WHEREAS**, Pharmacy and County of Sonoma have entered or will enter into a Sublease agreement (the “Sublease”) of even date hereof. Pursuant to the Sublease, Pharmacy will Sublease the Premises (as defined in the Sublease) from the Landlord and operate a pharmacy business at such Premises.

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants, agreements, and promises contained herein, the Parties hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

**1. Mutual Covenants.**

1.1 Right to Choose. Pharmacy and County acknowledge that Provider’s Patients are free to utilize the pharmacy or pharmacies of their choice for the provision of pharmacy products. The Parties shall comply with applicable laws, rules and regulations (“Applicable Law”) with regard to an individual’s right to choose a pharmacy provider.

1.2 Agreement Contingent on Sublease. The Parties acknowledge that execution of this Agreement is contingent upon execution of the Sublease. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be of no force or effect prior to the date that the Sublease is fully executed and in full force and effect. If the Sublease is not in full force and effect within 5 days following the date of full execution of this Agreement (the “Execution Date”), this Agreement shall terminate and be of no further force or effect.

**2. Covenants of Pharmacy.**

2.1 General. During the term of this Agreement, Pharmacy shall provide the Pharmacy Products and Services described in this Section 2 in accordance with Applicable Law. Such products and services shall include the services listed in Exhibit A (“Pharmacy Products and Services”).

2.2 Standard of Practice; Qualified Personnel. At all times during the term of this Agreement, Pharmacy shall operate in accordance with best practices and industry standards. Pharmacy Products and Services under this Agreement shall provide employees or contractors who are professionally competent, and duly qualified and licensed in accordance with Applicable Law (“Qualified Personnel”).

2.3 Prior Authorization. Upon request, Pharmacy shall assist Provider’s prescribers in obtaining prior authorization for medications to be dispensed by Pharmacy, provided that such prescriber has executed an agent of physician letter in the form attached hereto as Exhibit B (“Form of Agent of Physician Letter”).

2.4 Patient Assistance Programs. Pharmacy shall administer a patient assistance program (“PAP Program”) and, if applicable, a State Indigent Drug Program (“IDP Program”) for Provider’s Patients who elect to have their medications dispensed by Pharmacy. Provider identify to Pharmacy any patients who qualify for any such program, and the medications covered. Pharmacy shall be responsible for completing applications for admission to such programs, and submit such applications for approval.

**3. Covenants of Provider.**

3.1 Population Data. Upon request, Provider shall provide information to Pharmacy regarding Provider’s patient population to enable Pharmacy to evaluate the medication needs of Provider’s Patients.

3.2 Covenant. During the term of this Agreement, (a) Provider will not enter into any agreement with a party who provides on-site products and services that are substantially the same as the Pharmacy Products and Services, and (b) neither Provider nor any affiliate thereof will own, operate, and/or manage a pharmacy business at or adjacent to the Provider Location, without the prior written consent of Pharmacy. The Parties hereby acknowledge and agree that the violation of this restrictive covenant will severely damage Pharmacy’s business. Therefore, the Parties agree that Pharmacy shall be entitled to injunctive relief against Provider upon any breach of this covenant, without the necessity of posting any bond in cash or otherwise.

**4. Representations and Warranties.**

4.1 Each Party represents and warrants to the other Party that this Agreement has been duly authorized, executed and delivered by such Party and constitutes its valid and binding obligation.

4.2 Pharmacy represents and warrants to the other Party that is a corporation or other recognized legal business entity duly organized, validly existing, and in good standing under the laws of the state in which it is organized, incorporated, and/or operating.

4.3 Each Party represents and warrants to the other Party that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder, do not and will not (a) conflict with or violate any requirement of Applicable Law, or (b) conflict with, or constitute a default under, any contractual obligation of that Party, including contractual obligations with any other healthcare provider or pharmacy provider.

## **5. Compliance with Healthcare and Privacy Laws.**

5.1 Pharmacy and Provider hereby covenant that in performing their respective obligations under this Agreement, they will, and will cause their respective affiliates to, comply in all material respects with all applicable statutes, regulations, rules, orders, ordinances and other laws of any governmental entity to which this Agreement, the parties' obligations under this Agreement, and the obligations of their respective affiliates contemplated by this Agreement, are subject with respect to healthcare regulatory matters (including, without limitation, Sections 1128, 1128A and 1128B(b) of the Social Security Act, as amended, 42 U.S.C. § § 1320a-7, 1320a-7a and 1320a-7b(b), commonly referred to as the "Medicare and Medicaid Exclusion Statute," the "Civil Money Penalties Statute," and the "Federal Anti-Kickback Statute," respectively, and 31 U.S.C. § 3729, as amended, the statute commonly referred to as the "Federal False Claims Act," and all statutes and regulations related to the possession, distribution, maintenance and documentation of controlled substances) ("Healthcare Laws"). Pharmacy and Provider hereby represent and warrant that, to their best knowledge, no circumstances currently exist which can reasonably be expected to result in a material violation of any Healthcare Law by either Party in connection with, or which can reasonably be expected to affect, their respective performance under this Agreement.

5.2 Each Party represents and warrants to the other Party that neither such Party, nor any employee, agent or contractor of such Party who is expected to perform obligations of such Party under this Agreement has been excluded from participation in any federal health care program (as defined under 42 U.S.C. Section 1320a-7b(f)).

5.3 In performing their respective obligations under this Agreement, Pharmacy and Provider shall comply with all applicable federal and state laws relating to the privacy of patient information including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act"), and 42 CFR Part 2.

5.4 As permitted by applicable law or regulation, Pharmacy and Provider agree to provide notification in writing of any access, use, or disclosure of PHI or PII not otherwise permitted or provided for by this Agreement or under such applicable laws or regulations. Such

notifications will be made to the individual designated in the “Notices” section of this Agreement as soon as practicable, but not later than 5 days after discovery.

**6. Indemnification; Limitation on Liability; Insurance.**

6.1 Indemnification.

(a) Pharmacy hereby agrees to indemnify, defend and hold harmless Provider and its employees, officers, managers, directors, shareholders, agents and Affiliates (the “Provider Indemnitees”), from and against all charges, claims, causes of action, damages, expenses and liability (including reasonable attorneys’ fees), asserted against, imposed upon, or incurred by, any Provider Indemnitee in connection with the death of, or bodily injury to, any Person that arises or results from any breach by Pharmacy of any material provision of this Agreement, or arises out of Pharmacy’s or its agents’, employees’, contractors’ or invitees’ performance or obligations under this Agreement. Provider shall have the right to select its legal counsel at Pharmacy’s expense, subject to Pharmacy’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Pharmacy or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. Notwithstanding the foregoing, Pharmacy shall not be responsible, by indemnity or otherwise, to the extent that any injury or death is caused by an act or omission to act by a Provider Indemnitee or others who are not agents, employees, contractors, subcontractors, invitees, or affiliates of Pharmacy.

(b) Provider hereby agrees to indemnify and hold harmless Pharmacy and its employees, officers, managers, directors, shareholders, agents and Affiliates (the “Pharmacy Indemnitees”), from and against third-party charges, claims, causes of action, damages, expenses and liability (including reasonable attorneys’ fees), asserted against, imposed upon, or incurred by, any Pharmacy Indemnitee to the extent any death of, or bodily injury to, any Person is due to any breach by Provider of any material obligation under this Agreement. Notwithstanding the foregoing, Provider shall not be responsible, by indemnity or otherwise, to the extent that any injury or death is caused by or results from an act or omission to act by a Pharmacy Indemnitee or others not agents, employees or affiliates of Provider.

6.2 Limitation on Liability. Subject to Section 6.1, neither Party shall have any liability to the other for special, incidental or consequential damages relating to this Agreement.

6.3 Insurance.

(a) Pharmacy shall maintain at all times during the term of this Agreement, at its sole cost and expense, appropriate workers’ compensation insurance coverage for its employed personnel, and shall carry general and professional liability insurance covering it and all of its personnel in the minimum amount of \$1,000,000 for each occurrence; \$2,000,000 annual aggregate of general liability coverage; and \$3,000,000 annual aggregate of professional liability coverage. Pharmacy shall provide Provider with a certificate of insurance evidencing such coverage within thirty (30) days following the Execution Date, and annually thereafter upon request. The insurance policy or policies shall provide for at least thirty (30) days written

advance notice to Provider from the insurer as to any material alteration of coverage, cancellation, or proposed cancellation of coverage for any cause.

(b) Provider shall maintain at all times during the term of this Agreement, at its sole cost and expense, appropriate workers' compensation insurance coverage for its employed personnel, and shall carry general and professional liability insurance covering it and all of its personnel in the minimum amount of \$1,000,000 for each occurrence; \$2,000,000 annual aggregate of general liability coverage; and \$3,000,000 annual aggregate of professional liability coverage. The professional insurance policy or policies maintained by Provider shall include Pharmacy as additional named insured. Provider shall provide Pharmacy with a certificate of insurance evidencing such coverage within thirty (30) days following the Execution Date, and annually thereafter upon request. The insurance policy or policies shall provide for at least thirty (30) days written advance notice to Pharmacy from the insurer as to any material alteration of coverage, cancellation, or proposed cancellation of coverage for any cause.

## 7. **Confidentiality.**

7.1 Pharmacy recognizes and acknowledges that, by virtue of entering into this Agreement, Pharmacy and certain of its Personnel will have access to Confidential Information of Provider ("Provider Confidential Information"). Pharmacy agrees that, except as otherwise required by Applicable Law, neither it nor any of its employees, agents or consultants will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the express prior written consent of Provider, any Provider Confidential Information, except as reasonably required to perform its obligations under this Agreement.

7.2 Provider recognizes and acknowledges that, by virtue of entering into this Agreement, Provider and certain of its Personnel will have access to certain Confidential Information of Pharmacy ("Pharmacy Confidential Information"). Provider agrees that, except as otherwise required by Applicable Law, neither it nor any of its employees, agents or consultants will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the express prior written consent of Pharmacy, any Pharmacy Confidential Information, except as reasonably required to perform its obligations under this Agreement.

7.3 Upon termination of this Agreement by either Party for any reason whatsoever, each Party shall, upon request from the other Party, forthwith return to the other Party (or destroy), all material constituting or containing Confidential Information of the other Party, and the returning Party will not thereafter use, appropriate or reproduce such information or disclose such information to any third Party.

7.4 If either Party is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Confidential Information of the other Party, such Party seeking to disclose (the "Disclosing Party") will give the other Party (the "Protected Party") prompt written notice of such request or requirement so that the Protected Party may seek an appropriate protective order or other remedy or waive compliance with the

provisions of this Agreement, and the Disclosing Party will cooperate with the Protected Party to obtain such protective order. If such protective order or other remedy is not obtained, or the Protected Party waives compliance with the relevant provisions of this Agreement, the Disclosing Party will furnish only that portion of the Confidential Information that, in the written opinion of its legal counsel, is legally required to be disclosed and, upon the request of the Protected Party, use its best efforts to obtain assurances that confidential treatment will be accorded to such information.

7.5 Failure by either Party to strictly comply with the provisions of this section shall be a material breach of this Agreement. Each Party acknowledges that this is a continuing obligation, and that such obligations shall survive the expiration or termination of this Agreement. Each Party further acknowledges that the restrictions contained herein are reasonable and necessary to protect the legitimate business interests of the other Party, and that any violation thereof by one Party would result in irreparable harm to the other Party. Accordingly, in the event of an actual or a threatened breach by either Party of any provision of this section, the other Party shall be entitled to pursue from any court of competent jurisdiction a preliminary or permanent injunction enjoining the breaching Party from disclosing such information. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedies available to it whether in equity or at law for such breach or threatened breach, including the recovery of damages.

7.6 Each Party shall retain ownership of its respective Confidential Information. Nothing herein shall be construed as a license or grant of rights to the other Party to use such information, except in connection with such Party's performance under this Agreement.

7.7 For purposes of this Section 7, the term "Confidential Information" means (i) any information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party"), which is identified as proprietary or confidential by the Disclosing Party, or which would be reasonably understood to be the type of information which should be treated as proprietary or confidential, and (ii) non-public information provided by one party to the other in accordance with the terms of this Agreement, or in connection with the performance thereof; provided, that with respect to clauses (i) and (iii) the following shall not be considered Confidential Information: (i) information that is known to the Receiving Party prior to the time of disclosure to it, to the extent evidenced by written records or other competent proof, and not acquired directly or indirectly from the other party; (ii) information that is independently developed by employees, agents, or independent contractors of the Receiving Party without reference to or reliance upon the information furnished by the Disclosing Party, as evidenced by written records or other competent proof; (iii) information disclosed to the Receiving Party by a third party that is not legally prohibited from disclosing such information, provided that such information was not acquired directly or indirectly from the other party; and (iv) any other information that is or becomes part of the public domain through no fault or negligence of the Receiving Party.

## **8. Compensation and Payment.**

8.1 Invoicing and Payment. Pharmacy shall invoice Provider monthly for Pharmacy Products provided during the prior calendar month. Unless otherwise noted in this Agreement,

payments shall be made within the normal course of Provider business after presentation of an invoice in a form approved by Provider for services performed. Payments shall be made only upon the satisfactory completion of the services and review of invoices for completeness as determined by Provider. Pharmacy shall not be paid on a time and material basis or be entitled to any additional payment for any expenses incurred in completion of the services.

8.2 Copays. Upon authorization and direction from County's medical director or section manager, Pharmacy shall bill designated Patient's co-pays to County.

8.3 Stock Pharmacy Products: County may purchase stock Pharmacy Products from Pharmacy at Pharmacy's standard pricing, which is subject to change.

8.4 Patient Pharmacy Products. Upon authorization and direction from County's medical director or section manager, Pharmacy shall bill designated Patient's Pharmacy Product directly to County for reimbursement.

8.5 Billing and Collection. Pharmacy shall bill and collect for Pharmacy Products provided to private pay residents or to be reimbursed by third party payers. Pharmacy shall bill County for County-Pay Products. Pharmacy shall submit a monthly invoice to County for the fees and charges referred to in the previous sentence. County shall remit payment in full within 30 days of the date of such invoice. County shall notify Pharmacy of any amounts in dispute within 30 days following the date of an invoice.

## **9. Term and Termination.**

9.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term"), unless sooner terminated pursuant to the terms of this Agreement. Subject to Section 9.2, this Agreement shall be subject to automatic renewal for periods of one year at the end of the Initial Term and any renewal term then in effect (each, a "Renewal Term"), unless either Party provides notice of its intention not to renew not less than ninety (90) days prior to the last day of the then-current term.

9.2 Effect of Sublease. Notwithstanding Section 9.1, the term of this Agreement shall be coterminous with the term of the Sublease. Upon the expiration or termination of the Sublease for any reason, this Agreement shall terminate without further notice.

### **9.3 Termination for Cause.**

(a) In the event that Provider fails to pay any invoice on or prior to the due date, Pharmacy may, at its option, with five (5) days advance written notice to Provider, terminate this Agreement and/or pursue any other available remedy at law or in equity.

(b) If either Party breaches any material term of this Agreement, the non-breaching Party may, in its sole discretion, provide written notice of termination ("Notice of Termination") to the breaching Party specifying (i) the grounds for such termination with specificity, and (ii) the date of termination, which shall be not less than sixty (60) days following the date that such Notice of Termination is received (the "Proposed Termination Date"). If the

breaching Party does not cure the breach prior to the Proposed Termination Date, this Agreement shall terminate on such date without further notice.

9.4 Termination without Cause. On and after the one-year anniversary of the date that Pharmacy commences operations on the Premises, either Party may terminate this Agreement at any time during the remainder of the Initial Term or any Renewal Term, without cause or penalty, with sixty (60) days prior written notice to the other Party.

9.5 Effect of Termination. Neither expiration nor termination of this Agreement shall (A) release or otherwise affect any liability of either Party for failure to perform its obligations under this Agreement prior to the effectiveness of such expiration or termination. Upon expiration or termination of this Agreement, Provider shall return to Pharmacy all documents and other property of Pharmacy provided to Provider under this Agreement. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement, including, but not limited to Section 9.5 and Sections 3.2, 6.1, 6.2, 7, , 12.6 and 12.9, shall survive the expiration or termination of this Agreement.

**10. Records Disclosure.** This Agreement is subject to regulations promulgated by the Center for Medicare and Medicaid Services implementing § 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. § 1395x (v)(1)(I). Each Party agrees that, until the expiration of four (4) years after the furnishing of the Contractor Services pursuant to this Agreement, to make available upon written request, to the Secretary of Health and Human Services (the “Secretary”) or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and all books, documents, and records that are necessary to verify the nature and extent of the costs of such Contractor Services. If either Party carries out any of the duties hereunder through a subcontract with a related organization, having a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such Contractor Services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of the costs of such Contractor Services.

**11. Dispute Resolution.**

11.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, enforceability, interpretation or validity, the Parties shall meet and confer in good faith to attempt to resolve such dispute, controversy or claim without initiating an adversarial proceeding. Either Party may propose mediation whenever appropriate through the organization named above or any other mediation process or mediator as the Parties may agree. The fees and expenses of the arbitration or mediation shall be borne equally by the Parties. Neither party shall be deemed to waive its right to pursue litigation or any other legal remedy by virtue of entering into or performing under this agreement. The pursuit of alternative dispute resolution methods such as mediation or arbitration shall not prejudice the right of either party to resort to litigation if such methods fail to resolve the dispute.



11.2 The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. Notwithstanding any provision in this Agreement to the contrary, either Party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Also notwithstanding any provision herein to the contrary, either Party (without waiving any remedy under this Agreement), in addition to any remedies at law or in equity to which the non-breaching Party may be entitled, shall be entitled to seek from any court having jurisdiction emergency, interim or provisional relief claimed as necessary to protect the rights, property or other interests of that Party pending the establishment of the arbitration tribunal and rendering of the arbitration award, including, without limitation, in the event of a breach by a Party of any of its duties or obligations.

**12. Miscellaneous.**

12.1 Entire Agreement. This Agreement, with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all contemporaneous and prior agreements, contracts, and understandings whether written or oral, between the Parties relating to the subject matter of this Agreement. All exhibits attached hereto shall be deemed incorporated into, and made a part of, this Agreement.

12.2 Relationship of the Parties. Except as otherwise set forth in this Agreement, the relationship created by this Agreement between Provider and the Pharmacy is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship between such Parties.

12.3 Amendment. This Agreement may be amended or modified only by a written agreement signed by the Parties or their duly authorized representatives.

12.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof.

12.5 Severability. The provisions of this Agreement are independent of and separate from each other. In the event any provisions of this Agreement are found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect and such invalid or unenforceable provision shall be enforced to the fullest extent permitted by applicable law, unless doing so can reasonably be expected to have a material adverse effect on either Party.

12.6 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

12.7 Waiver. A waiver shall only be effective if in writing and signed by the Party against whom such waiver is asserted. The waiver by any of the Parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

12.8 Media. Provider agrees that Pharmacy shall have editorial review of any press and/or media releases of any kind, either written or verbal, that reference Pharmacy.

12.9 Provider shall inform new employees that there is a Genoa Health pharmacy onsite that is capable of providing medications to Provider patients. In addition, Provider will include information about Pharmacy on Provider’s website, including a link to Pharmacy’s webpage.

12.10 Notices. All notices, requests, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given when (i) delivered personally; (ii) when deposited in the United States mail as registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing; (iii) if telecopied, on the next business day after written confirmation of such telecopy; or (iv) if delivered by reputable overnight national courier service, on the next business day after delivery to such courier service, to the following addresses:

To County of Sonoma:	To Genoa Healthcare, LLC:
County of Sonoma Department of Health Services Attention: Tina Rivera, Director 2227 Capricorn Way, Suite 207 Santa Rosa, CA 95407	707 S. Grady Way, Suite 700 Renton, WA 98057 Attention: General Counsel

Either Party may change the address to which notices are to be sent to the other Party by giving notice in the manner provided herein.

12.11 Construction. Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

12.12 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference, including but not limited to the California Fair Employment and Housing Act. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. (Cal. Code Regs., Title 2, section 11105.)

12.13 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

12.14 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date.

**GENOA HEALTHCARE, LLC:**

\_\_\_\_\_  
Joseph Douglas, Chief Executive Officer

\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**

Approved; Certificate of Insurance on File with County:

\_\_\_\_\_  
Tina Rivera, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Dated

Approved as to Form:

\_\_\_\_\_  
Sonoma County Counsel

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Privacy & Security Officer

\_\_\_\_\_  
Dated

**Schedule 1**  
**Authorized Pharmacy Employees**

*To be provided prior to the commencement of the Contractor Services*

**Pharmacist Name:**

**Technician Name:**

## EXHIBIT A. Scope of Work

### I. Program/Service Overview:

<b>Name:</b> Genoa Healthcare LLC <b>Geographic Areas Served:</b> <input checked="" type="checkbox"/> Central County (Santa Rosa) <input checked="" type="checkbox"/> North County <input checked="" type="checkbox"/> South County <input checked="" type="checkbox"/> East County <input checked="" type="checkbox"/> West County
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### II. Pharmacy Products and Services

The Pharmacy Products to be provided by Pharmacy include:

- a) Pharmacy shall consult with Provider staff as needed with regard to medications dispensed;
- b) Pharmacy Personnel shall be available to address Patients questions and concerns related to medications dispensed or to be dispensed by Pharmacy;
- c) Pharmacy shall retain Patient records as required by Applicable Law; and
- d) Pharmacy shall assist Provider in maintaining a perpetual inventory of sample medications.
- e) Pharmacy shall allow purchase of bubble-packed stock medications by the County for the Crisis Stabilization Unit.

Pharmacy will customize services for each Patient by:

- a) Providing pre-filled pill organizers to make it easier for consumers to take morning, afternoon and evening medications
- b) Synching prescription refills that align refill dates and simplifying refill pick-ups to coincide with clinic appointments
- c) Conducting proactive medication adherence outreach calls for prescription refills
- d) Offering free mail or delivery services
- e) Providing 24/7 on-call support at no charge
- f) Helping with insurance prior authorizations to avoid delays in care
- g) Administration of long acting injectables (LAIs) by our pharmacist
- h) Building and maintaining close and trusting relationships with physicians, caregivers and consumers
- i) Filling all medications, not just mental health, from any doctor.

**EXHIBIT B. Form of Agent of Physician Letter**

Genoa Healthcare, LLC  
707 S. Grady Way, Suite 700  
Renton, WA 98057  
ATTENTION: General Counsel

To Whom It May Concern:

Please be advised that I hereby designate Genoa Healthcare, LLC, a Pennsylvania limited liability company, to serve as my agent for the purpose of storing and dispensing samples, patient assistance program medications and assisting with Prior Authorizations (PA) within the facility operated by County of Sonoma, at 2235 Challenger Way, Santa Rosa, Ca 95407. As my agent, Genoa Healthcare, LLC has the right, power and authority to take any and all actions on my behalf in connection with the foregoing activity. It is my explicit understanding that all agency activities shall be performed by duly licensed and authorized personnel.

This agency may be terminated by me at any time with written notice of termination to Genoa Healthcare, LLC.

I have acknowledged my acceptance of this arrangement by executing this letter in the space provided below.

Sincerely,

---

Name:

Title: Department of Health Services

Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 2024