

PHARMACY AGREEMENT

THIS PHARMACY AGREEMENT (this “Agreement”), dated as of September 12, 2023 (the “Commencement Date”) is by and between **Genoa Healthcare LLC** (“Pharmacy”), and the Tillamook County Board of Commissioners, by at through its **Tillamook County Community Health Centers** (“Contracting Entity”).

RECITALS

- A. Contracting Entity operates, manages and/or provides a (check one):
 - Hospital
 - Assisted Living Facility
 - Independent Living Facility
 - Group Home
 - Correctional Facility or Correctional Program
 - Substance Use Program
 - Outpatient Clinic***
 - Other (Describe: _____); and

- B. Contracting Entity and/or the individuals (i) who utilize Contracting Entity’s facilities or services, or (ii) with respect to whom Contracting Entity has jurisdiction or supervisory responsibility (collectively, “Covered Individuals”), require pharmaceutical products (“Pharmacy Products”) in accordance with applicable federal, state and local laws, rules and regulations (“Applicable Law”); and

- C. Pharmacy is licensed and capable of providing Pharmacy Products to Contracting Entity and/or Covered Individuals.

In consideration of the mutual agreements and promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF PARTIES

- 1.1 Pharmacy shall provide Pharmacy Products to Covered Individuals during Pharmacy’s regular business hours in accordance with Applicable Law.

- 1.2 Contracting Entity shall notify Covered Individuals that Contracting Entity has selected Pharmacy as its preferred pharmacy provider, subject to the right of Covered Individuals to choose their own pharmacy provider.

- 1.3 Pharmacy shall bill and collect for Pharmacy Products provided to Covered Individuals.

- 1.4 Contracting Entity shall give Pharmacy access to medical records of Covered Individuals as requested to facilitate the provision of Pharmacy Products by Pharmacy to such Covered Individuals.

- 1.5 In performing their respective obligations under this Agreement, Pharmacy and Contracting Entity 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.

2. TERM AND TERMINATION

The term of this Agreement shall commence on the Commencement Date and shall continue in effect, until terminated in accordance with the succeeding sentence. Either party may terminate this Agreement with or without cause with 30 days advance written notice to the other party. Section 3 shall survive the expiration or termination of this Agreement.

3. MISCELLANEOUS

- (a) 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.
- (b) Each party agrees to keep the terms of this Agreement and any confidential or proprietary information received by such party from the other party strictly confidential, subject to customary exceptions.
- (c) This Agreement shall not be assigned, in whole or in part, by any party hereto without the prior written consent of the other party.
- (d) Notices or communications to be given under this Agreement will be given to the respective parties in writing at the address for such party listed on the signature page hereof.
- (e) The rights and obligations of the parties under this Agreement shall be governed by and construed and enforced in accordance with the substantive law of the state in which Contracting Entity is located.
- (f) Waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach.
- (g) The parties to this Agreement shall be deemed to be independent contractors to each other.
- (h) Each party shall indemnify and hold harmless the other party from all claims, costs, damages or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this Agreement. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.
- (i) This Agreement and any amendments or addenda hereto or thereto constitute the entire agreement between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous discussions, representations, correspondence, and agreements, whether oral or written, pertaining thereto.
- (j) This Agreement may be amended or modified only by a writing duly executed by both parties.
- (k) If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby unless doing so will materially alter the rights or obligations of either party.
- (l) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same agreement.


[Signature page follows]

The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

Tillamook County

Genoa Healthcare LLC

Signature: _____

Signature:  _____
Amr Elebiary (Sep 25, 2023 08:58 PDT)

Name: Erin D. Skaar

Name: Amr Elebiary

Title: Chair, Board of Commissioners

Title: Divisional VP of Operations - West

Date of Execution: October 11, 2023

Date of Execution: Sep 25, 2023

Contracting Entity Address:

Pharmacy Address:

801 Pacific Avenue
Tillamook, Oregon 97141

115 W. Bond Street, Suite P
Astoria, Oregon 97103