

# AGREEMENT

This agreement (“Agreement”) made and this 5<sup>th</sup> day of January, 2023, by and between MAO Pharmacy, Inc., a Virginia corporation trading as “Westwood Pharmacy”, hereinafter referred to as “WESTWOOD”, and Grant County, WA, hereinafter referred to as “COUNTY”, is as follows:

## WITNESSETH:

WHEREAS, WESTWOOD operates a pharmacy licensed in the Commonwealth of Virginia; and,

WHEREAS, WESTWOOD is in the business of providing comprehensive pharmaceutical services in correctional settings for various state and local government entities; and,

WHEREAS, COUNTY desires to have WESTWOOD provide comprehensive pharmaceutical services for its facility located at 32 C St. NW, Ephrata, WA 98823

NOW THEREFORE, in consideration of the foregoing, COUNTY and WESTWOOD do mutually agree as follows:

- 1) Services. WESTWOOD agrees to provide COUNTY comprehensive pharmaceutical care services (“Services”) pursuant to the terms and conditions of this Agreement and in consideration of the timely payment of its monthly invoices. WESTWOOD understands that the COUNTY has a right to access the same or similar services from another vendor and that this is a non-exclusive contract for pharmaceutical care services.
- 2) Backup Pharmacy. WESTWOOD will provide COUNTY with a local backup pharmacy provider in the event that COUNTY needs an emergency medication(s) outside of WESTWOOD’s scheduled daily deliveries.
- 3) Pricing & Payment.
  - In consideration of the Services, COUNTY agrees to pay WESTWOOD for all items of work performed and/or materials furnished within thirty (30) days from its receipt of an invoice in accordance with the pricing model attached hereto as Exhibit A.
  - Backup pharmacy services will be billed as a pass-through charge at the contracted backup pharmacy’s rate, as billed through a pharmacy benefit management (PBM) company, plus the backup pharmacy’s delivery charge or on-call charge, or the taxi or courier charge if applicable.
  - A late fee of 2.5% per month will be applied to all balance that are over forty-five (45) days past due.

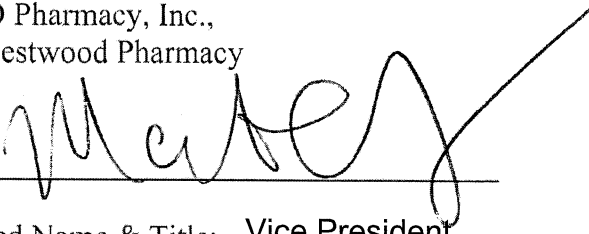
- 4) Shipping Costs. WESTWOOD will be responsible for all shipping costs three days a week. All shipments in excess of three days a week shall be billed as a pass-through cost to COUNTY.
- 5) Medication Carts. Two medication cart(s) can be provided on loan for the duration of the Agreement (when these medication carts are purchased from Westwood). If current carts are in need of repair, please contact your WESTWOOD account manager. If providing carts, the model, type and number of carts will be at WESTWOOD's discretion.
- 6) Term. The term of this Agreement shall commence on January 3, 2023, and shall remain in full force and effect for a period of one (1) year with the option of three (3) one (1) year renewals if agreeable by both parties.
- 7) Termination. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.
- 8) Relationship of Parties. It is agreed that nothing contained in this Agreement is intended or should be construed as constituting a relationship of partnership, joint venture, or an association between WESTWOOD and COUNTY. WESTWOOD is an independent contractor and neither it, its employees, subcontractors, nor representatives shall be considered employees, agents, or representatives of COUNTY.
- 9) Entire Agreement. This Agreement constitutes the entire understanding between the parties and hereby supersedes and replaces any prior oral or written agreements in their entirety.
- 10) Modifications & Amendments. This Agreement may be modified or amended by a written agreement that is executed by both parties.
- 11) Governing Law & Jurisdiction. This Agreement shall be governed by the laws of the State of Washington with Washington with venue and jurisdiction being with the State Grant County Superior Court.
- 12) Notices. Any notices required or permitted to be given under this Agreement shall be furnished in writing and sent first class mail or registered mail to:

WESTWOOD:            Westwood Pharmacy  
                              Attn: Mark A. Oley, Vice President  
                              5823 Patterson Avenue  
                              Richmond, VA 23226

COUNTY:                Grant County Jail  
                              Attn: Carissa J. Craghead  
                              35 C St. NW  
                              Ephrata, WA 98823

IN WITNESS WHEREOF, WESTWOOD and COUNTY have caused this Agreement to be executed by each of their duly authorized officers this 10<sup>th</sup> day of January, 2023:

WESTWOOD: MAO Pharmacy, Inc.,  
t/a Westwood Pharmacy

By:   
Printed Name & Title: Vice President

COUNTY:  
  
Grant County Jail


By:   
Printed Name & Title: JOES KRUEGER, SHERIFF

Exhibit A  
Pricing

WESTWOOD will invoice COUNTY as follows:

- Brand Medications: \*Actual Acquisition Cost + \$2.95 per RX
- Generic Medications: \*\*AWP – 75%
- Over-the-Counter Items: Invoice Cost + \$3.00 per piece

\*Actual Acquisition Cost is defined as WESTWOOD's invoice cost at the time of dispensing

\*\* AWP is defined as Average Wholesale Price at the time of dispensing, as updated by Medi-Span® AWP is subject to fluctuations (increase and decrease); however, our proposed discount to AWP will remain fixed throughout the term of the Agreement

# Westwood Pharmacy Agreement/Contract

**BOARD OF COUNTY  
COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

\_\_\_\_\_  
Rob Jones, Chair


\_\_\_\_\_  
Cindy Carter, Vice-Chair

\_\_\_\_\_  
Danny E. Stone, Member

ATTEST:

\_\_\_\_\_  
Barbara J. Vasquez  
Clerk of the Board

Approved as to form:

  
\_\_\_\_\_  
Rebekah Kaylor, WSBA #53257  
Civil Deputy Prosecuting Attorney

Date: 1/13/22

