

PHARMACY AGREEMENT

THIS PHARMACY AGREEMENT (this "Agreement"), dated as of June 22, 2025 (the "Commencement Date") is by and between Genoa Healthcare LLC ("Pharmacy or GENOA"), and the Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program, P.O. Box 608, Cheyenne, Wyoming 82003, ("Contracting Entity or COUNTY").

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.

D. On September 17, 2024, the COUNTY entered into a "Contract Between Wyoming Department of Health, Behavioral Health Division and Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program" (hereinafter "Contract"). That Contract can be found at [*****laramiecounty.legistar.com/LegislationDetail.aspx?ID=6863083&GUID=17A85268-9A63-4301-B648-EF0E3F7AA82A](https://laramiecounty.legistar.com/LegislationDetail.aspx?ID=6863083&GUID=17A85268-9A63-4301-B648-EF0E3F7AA82A). Under that Contract, the COUNTY is a subrecipient of funds provided pursuant to a federal State Opioid response (SOR) grant Assistance Listing Number 93.788. The Contract contemplates the COUNTY address opioid use disorder (OUD) and stimulant use disorders in Laramie County by providing medication-assisted treatment and other evidence-based treatment and recovery services (collectively "MAT services") to participants in the Laramie County Court Supervised Treatment Program. The performance period of the Contract is September 30, 2024 through October 15, 2025.

E. The COUNTY has or intends to use Pharmacy to provide MAT services to participants in the Laramie County Court Supervised Treatment Program.

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. In addition, Pharmacy shall provide Mat services as requested by County. Pharmacy further agrees to make reasonable efforts to cooperate with COUNTY to satisfy any provisions of the Contract relevant to the Agreement.

1.2 COUNTY and Covered Individuals are free to utilize the pharmacy of their choice.

1.3 Pharmacy shall bill and collect from Covered Individuals' third-party payers for Pharmacy Products dispensed. Copays shall be due and payable from Covered Individuals at the time of dispensing.

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.
- 1.6 Pharmacy shall provide MAT services to participants in the Laramie County Court Supervised Treatment Program, where those services are provided consistent with the Contract. Pharmacy shall bill Contracting Entity for the provision of the Mat services as further defined in Section 2 below.

2. BILLING AND COMPENSATION

- 2.1 **Compensation:** Pricing for MAT services for which Contracting Entity has agreed to be financially responsible ("CE-Pay Products") shall be at Pharmacy's current pricing.
- 2.2 **Billing and Collection:**
- 2.2.1 Pharmacy shall bill Contracting Entity for CE-Pay Products. Pharmacy shall submit a monthly invoice to Contracting Entity for the fees and charges referred to in the previous sentence. Contracting Entity shall remit payment in full within 30 days of the date of such invoice. Contracting Entity shall notify Pharmacy of any amounts in dispute within 30 days following the date of an invoice.
- 2.3 **Limitation on Payment:** COUNTY's payment obligations are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify GENOA at the earliest possible time of the services which will or may be affected by a shortage of funds. "At the earliest possible time" means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future obligations due or for any damages as a result of termination under this provision.

3. 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, but no later than the end of the performance period of the Contract as noted in Recital D. Either party may terminate this Agreement with or without cause with 30 days advance written notice to the other party. Sections 2 and 4 shall survive the expiration or termination of this Agreement.

4. MISCELLANEOUS

a. **Entire Agreement:** This Agreement represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement shall be referred to as the Entire Agreement for the remainder of the document, unless otherwise noted. Although not part of the Agreement, GENOA acknowledges receipt and review of the Contract and its obligation to COUNTY to make reasonable efforts to cooperate with COUNTY to satisfy any provisions therein.

b. **Assignment:** The Entire Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

c. **Modification:** The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

d. **Termination:** The Entire Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

e. Invalidity: If any provision of this Entire Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Entire Agreement to be fully severable.

f. Applicable Law and Venue: The parties mutually understand and agree the Entire Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Entire Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed or interpreted to waive the COUNTY'S governmental immunity.

g. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Entire Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Entire Agreement.

h. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement because of race, color, gender, creed, handicapping condition, or national origin.

i. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

j. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Entire Agreement shall operate only between the parties to the Entire Agreement, and shall inure solely to the benefit of the parties to the Entire Agreement.

k. Indemnification: Each party to the Entire Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

l. Conflict of Interest: COUNTY and GENOA affirm, to their knowledge, no employee has any personal beneficial interest whatsoever in the Entire Agreement described herein. No staff member of GENOA, compensated either partially or wholly with funds related to the Entire Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Entire Agreement.

m. Contingencies: GENOA certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with the Entire Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Entire Agreement.

n. Force Majeure: Neither party shall be liable to perform under the Entire Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

o. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

p. Notices: All notices required and permitted under the Entire Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

q. Assertion of Agency: By signing below for GENOA, the individual (hereinafter "signor") asserts they have authority to bind GENOA to this agreement and that any asserted entity is not defunct or dissolved. If the Company for GENOA is a "dba" or trade name and not recognized by a State as a legally independent entity, then

signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by GENOA to the COUNTY under the Entire agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this agreement

r. This Agreement may be subject to the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et. seq. The Parties agree that no shared information will be sold, given or loaned to any person or entity not a party to this Agreement without the express written consent of the owner of the information and in accordance with these statutes.

s. 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.

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.

LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

GENOA HEALTHCARE LLC

By:  _____ Date 07/02/2025
Amr Elebiary, VP/GM West Operations

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 7/7/25
Laramie County Attorney's Office