

**PROFESSIONAL SERVICES AGREEMENT**

**Between**

**YAMHILL COUNTY HEALTH AND HUMAN SERVICES**

**And**

**GENOA HEALTHCARE, LLC**

This Professional Services Agreement (the "Agreement") is made as of February 1, 2020 (the "Effective Date"), by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services ("CMHC") and Genoa Healthcare, LLC, a Pennsylvania limited liability company ("Contractor") (each a "Party" and collectively, the "Parties").

**RECITALS**

A. CMHC is located at 627 Northeast Evans Street, McMinnville, Oregon 97128 (the "Facility") and provides professional behavioral and mental health services.

B. Contractor is engaged in the business of establishing and providing pharmacy and related services at various healthcare facilities.

C. Contractor desires to provide such services as described in Exhibit A attached hereto and incorporated herein (the "Contractor Services") to CMHC; and CMHC desires that Contractor provide the Contractor Services.

D. CMHC and Contractor have negotiated this Agreement at arm's length and have entered into a lease agreement (the "Lease") of even date hereof, or shall enter into the Lease as otherwise permitted in this Agreement, also negotiated at arm's length and at fair market value, pursuant to which Contractor is leasing the Premises (as defined in the Lease) from CMHC in which Contractor shall perform the Contractor Services.

E. The Parties wish to set forth the terms and conditions upon which Contractor shall provide the Contractor Services as more specifically described herein.

NOW, THEREFORE, in consideration of the recitals and mutual covenants, agreements, and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

**1. Obligations of Contractor.**

1.1 Duties. Contractor shall provide the Contractor Services to CMHC patients.

1.2 Standard of Practice. Contractor and Contractor's employees, Pharmacists (as defined in Exhibit A) and independent contractors ("Contractor Personnel") shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Contractor Services.

## 2. Obligations of CMHC.

2.1 Reservation. CMHC and Contractor acknowledge and agree that CMHC's patients are free to utilize the pharmacy or pharmacies of their choice for the fulfillment of prescriptions written by CMHC staff. However, CMHC believes that Contractor provides convenient access to pharmacy care for CMHC's patients and therefore uses Contractor for pharmacy services where CMHC patients express that they have no pharmacy preference.

2.2 Data. Upon execution of this Agreement, CMHC shall complete the Clinic Modeling Tool ("CMT") provided by Contractor in order to enable Contractor to evaluate the medication needs of the population served by CMHC. CMHC agrees, on an annual basis thereafter, or as otherwise reasonably requested by Contractor, to complete an updated CMT for submission to Contractor. Further, CMHC shall program Contractor as the first selection in any e-prescribing or drop down boxes related to pharmacy selection, in accordance with the electronic medical record system or other electronic prescribing system utilized by CMHC.

### 2.3 RESERVED.

2.4 Media. CMHC agrees that Contractor shall have editorial review on any press and/or media releases of any kind, either written or verbal, that reference Contractor.

3. Contingency of Services and Lease. The Parties agree that execution of this Agreement is contingent upon execution of the Lease, and it is the intent of the Parties that this Agreement and the Lease be executed simultaneously. In the event the Parties cannot execute this Agreement and the Lease simultaneously, then this Agreement and the Lease shall be void and unenforceable, and the Parties shall be released from any and all liabilities and obligations hereunder and thereunder, unless this Agreement and the Lease are executed within two (2) days of the execution of the other.

4. Term. Subject to the termination provisions set forth in Section 11 of this Agreement, 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") and shall be coterminous with the term of the Lease. If the Lease has not been terminated as provided in Section 11 of this Agreement by the end of the Initial Term or by the end of any Renewal Term, as defined herein, or allowed to expire by either Party at the end of such Term or Renewal Term, then this Agreement shall automatically renew for an additional two (2) year term (each a "Renewal Term", and collectively with the Initial Term, the "Term") immediately following the end of the then expiring term under the same terms and conditions set forth herein.

5. **Relationship of the Parties.** Except as otherwise set forth in this Agreement, the relationship created by this Agreement between CMHC and the Contractor is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship between CMHC and Contractor. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to CMHC employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as otherwise required by law. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

6. **Compliance with Applicable Law.**

6.1 **General Compliance.** CMHC and Contractor shall comply with all applicable local, state and federal laws, including, without limitation, all applicable nondiscrimination, worker's compensation, occupational disease, and occupational health and safety laws, statutes, regulations, and ordinances, including, without limitation, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, the Social Security Act, and any laws relating to the environment or to hazardous materials or substances as defined in such laws, as any or all of the same may be amended or supplemented from time to time (and with any and all laws enacted to replace or succeed such laws). Contractor will provide Contractor Services to CMHC patients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318. To the extent applicable Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference.

6.2 **Compliance with Healthcare Laws.** CMHC and Contractor 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"). CMHC and Contractor hereby represent and warrant that, to their best knowledge, no

circumstances currently exist which can reasonably be expected to result in material violations of any Healthcare Law by either party in connection with, or which can reasonably be expected to affect, their respective performance under this Agreement.

6.3 HIPAA restrictions. The Parties acknowledge that they are subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191 and subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2") and shall comply with all applicable laws.

7. Indemnification and Hold Harmless. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and such other Party's shareholders, directors, members, managers, officers, employees, agents and representatives (the "Indemnified Party"), from any third-party liability, damage, loss, cost, including reasonable attorneys' fees, claim, demand, action or judgment to the extent arising from any breach or failure to perform by the Indemnifying Party of any of its duties or obligations under this Agreement. Except with respect to indemnity for damages arising from third-party claims as provided herein, neither Party shall have any liability to the other for special, incidental or consequential damages under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement. Contractor acknowledges and agrees that CMHC's indemnification obligations herein are subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act.

#### 8. Liability Insurance.

8.1 Professional Liability Insurance. Contractor shall maintain during the entire term of this Agreement professional liability insurance, including malpractice insurance for Contractor's Pharmacists and covering Contractor's performance of Contractor Services under this Agreement in the amount of \$2,000,000 per claim and \$10,000,000 annual aggregate. This coverage must remain in place during the entire term of this Agreement and shall be carried for a period of three (3) years after the obligations of this Agreement have been completed, or an extended reporting period of three (3) years shall be purchased.

8.2 Evidence of Coverage. As evidence that Contractor has obtained the insurance coverage required by this Agreement, Contractor shall furnish a certificate of insurance to CMHC prior to the commencement of Contractor Services under this Agreement and, thereafter, within a reasonable period of time following receipt of a written request from CMHC not to exceed five (5) business days.

8.3 Commercial General Liability Insurance. Contractor shall maintain during the entire term of this Agreement general commercial liability insurance to cover claims of persons and/or injuries or damages that do not arise out of the Contractor Services provided by Contractor, on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$4,000,000.

8.4 Commercial Automobile Liability Insurance. Contractor shall maintain during the entire term of this Agreement commercial automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property

damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) reasonably acceptable to CMHC, with the exception of any wholly owned Captives. At CMHC's request, Contractor shall furnish CMHC with certificates of insurance for each of the required insurance coverages. Contractor is required to provide the County, upon request, with Actuarial opinion of their insurance program to ensure the profitability of their Captive and to ensure that the funding of the Captive is at least at 80% or higher. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to CMHC.

The Commercial General Liability and Commercial Automobile Liability shall (i) name CMHC, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of CMHC and that any insurance maintained by CMHC is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

## 9. Confidentiality.

9.1 Confidential Information. CMHC and Contractor shall not disclose, orally or in writing, to any person other than their respective members, shareholders, directors, managers, officers, employees, agents, advisors or affiliates (collectively, the "Representatives"), or as required under applicable law, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings, or finances of the other Party furnished directly or indirectly by such other Party (collectively, the "Confidential Information") without the prior written consent of the other Party. As used in this Agreement, Confidential Information does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of disclosure directly or indirectly by the receiving Party); (ii) was available to either Party on a non-confidential basis from a source other than a Party to this Agreement, provided that such source is not and was not bound by a confidentiality agreement with the Party hereto; (iii) has been independently acquired or developed by either Party without violating any of the obligations hereunder; or (iv) such disclosure is required by law.

9.2 The obligations and covenants of Section 9.1 of this Agreement shall survive termination or expiration of this Agreement for a period of three years.

## 10. Consideration.

10.1 Monthly Fee. During the Initial Term, CMHC shall pay Contractor for any Consulting Pharmacist Fees incurred as set forth on Exhibit B, attached hereto and incorporated herein. Commencing forty-five (45) days before the expiration of the Initial Term and of each subsequent Renewal Term, Contractor and CMHC shall renegotiate such Consulting Pharmacist Fees for the forthcoming Renewal Term. The Parties acknowledge and agree that such

consideration, which is derived from the values of personnel salaries, benefits, direct costs, and overhead attributable to such Consulting Pharmacist Fees, represents fair market value payment for the Consulting Pharmacist Fees.

10.2 Invoice and Payment. Contractor shall submit to CMHC, by the tenth (10th) day of the month, an invoice for the preceding month's Consulting Pharmacist Fees, if any. CMHC, following receipt, review and approval of such invoice shall pay the above-specified consideration which shall be tendered by the twenty fifth (25th) day of the month after the month in which the Consulting Pharmacist Fees were provided. Late payments shall accrue interest at the lesser of one and one-half percent (1-1/2%) per month or the highest interest rate permitted under applicable law.

## 11. Termination.

11.1 Termination of Lease. Upon expiration or termination of the Lease for any reason, Contractor shall have the right to terminate this Agreement upon written notice to CMHC specifying the date of such termination.

11.2 Termination without Cause. Either Party may terminate this Agreement at any time during the Initial Term or any Renewal Term, without cause or penalty, upon:

- a. Contractor: one hundred twenty (120) days prior written notice to CMHC.
- b. CMHC: one hundred eighty (180) days prior written notice to Contractor.

11.3 Termination for Cause. If either Party commits a material breach of this Agreement, the non-breaching Party may, in its sole discretion, terminate this Agreement by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Agreement immediately.

12. 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.

13. **Dispute Resolution.** In the event of any arbitral 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. Should such attempts at resolution prove unsuccessful within a reasonable period after the meeting of the Parties, any dispute, controversy, or claim arising under this Agreement shall be settled exclusively by arbitration conducted in McMinnville, Oregon by a single arbitrator selected by the Parties in accordance with the then effective arbitration rules of the American Arbitration Association and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The Parties acknowledge that mediation usually helps Parties to settle their dispute. Therefore, any 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.

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. The provisions of this Section 13 shall survive the termination of this Agreement. 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 pursuant to Section 9 of this Agreement.

#### 14. **Miscellaneous.**

14.1 **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 recitals set forth above and exhibits attached hereto shall be deemed incorporated into, and made a part of, this Agreement.

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

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

14.4 **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.

14.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon, without regard to its conflicts of laws rules. Any claim, action, suit or proceeding between CMHC and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.

14.6 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.

14.7 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 (3rd) 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:

Yamhill County Health & Human Services

Genoa Healthcare, LLC

Attention:

Silas Halloran-Steiner  
YCHHS Administration  
638 Northeast Davis Street  
McMinnville, OR 97128

Attention:

General Counsel  
707 S. Grady Way  
Suite 700  
Renton, WA 98057  
Phone: 253-218-0830  
Fax: 253-218-0835

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.

14.8 Attorney Fees. In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

14.9 Prohibition of Discrimination. In hiring employees or subcontractors for performance of Contractor Services under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed,

physical handicap or sex discriminate against a person who is qualified and available to perform Services to which employment relates

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

**Yamhill County, acting by and through its  
Department of Health & Human Services**

**Genoa Healthcare, LLC**

By:   
Its: Director of Health & Human Services

By:   
Its: Chief Executive Officer

APPROVED AS TO FORM

  
Christian Boenisch  
Yamhill County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
1/23/20 by Board Order  
# 20-27

## EXHIBIT A

### List of Contractor Services

1. Contractor shall provide pharmacy services to CMHC clients.
2. Contractor Services shall be implemented according to an implementation schedule and, therefore, all services may not be available immediately. The management of special programs, such as sample management or other indigent care programs, will be available, if applicable, approximately 90 days after the first prescription is filled.
3. Contractor shall provide duly qualified and licensed pharmacists (the "Pharmacists") as reasonably necessary to operate the Pharmacy on a day-to-day basis as determined by Contractor in Contractor's sole discretion.
  - a. Contractor shall follow, and shall ensure that the Pharmacists follow, all state of Oregon policies and procedures.
  - b. Contractor Services shall include, but shall not be limited to:
    - i. dispensing medications in accordance with prescriptions written by licensed practitioners;
    - ii. billing patients and third party payors for medications dispensed;
    - iii. acting as liaison with pharmaceutical representatives;
    - iv. consulting with CMHC staff and CMHC patients' medical charts as needed regarding patients' questions and concerns related to medications prescribed;
    - v. maintenance and retention of Contractor-owned records pertinent to this Agreement pursuant to applicable regulatory retention standards;
    - vi. purchasing all supplies reasonably needed to operate the pharmacy as determined by Contractor in Contractor's discretion;
    - vii. disposal of medications, excluding controlled substances, in accordance with applicable laws and regulations;
    - viii. complete, or assist in the completion of, requests for medication prior authorization from third-party payors;
    - ix. assist CMHC in maintaining a perpetual inventory of CMHC's sample medications;

- x. for sites requiring Medication Administration Records ("MAR"), Contractor would provide the documents monthly or weekly depending on the need (additional fee may apply);
  - xi. provide consultant pharmacist services as specified in Exhibit C, attached hereto and incorporated into this Agreement, subject to the fee schedule in Exhibit B to this Agreement.
- c. Contractor shall provide the Contractor Services on a schedule to be mutually agreed upon by the Parties.

**EXHIBIT B**

1) **Consulting Pharmacist Fees:**

- a) At the written request of CMHC, Contractor shall bill CMHC for consultant pharmacist services at a rate of \$75.00 per hour. Charges shall include time spent by the pharmacist preparing reports, inspecting facilities, attending meetings, collecting information, and developing policies for CMHC. Contractor shall not bill CMHC for the consultant pharmacist's periodic telephone consultations. Except as otherwise set forth in this Agreement, these rates may be adjusted annually by Contractor, but not by more than 5% per year without renegotiation.
  
- b) There are no separate fees for consulting with CMHC staff or individual patients about medications.

## EXHIBIT C

### **Pharmacy Consultant Services**

Contractor shall at the written request of CMHC:

- a. Provide a consulting pharmacist to the CMHC's Crisis Stabilization Unit for the purpose of monitoring the Unit Medication Room and the Emergency Drug Box on a monthly basis. The consultant pharmacist shall issue a monthly report on the findings.
- b. Provide a consultant pharmacist to participate and implement the decisions of the CMHC's Pharmacy & Therapeutics Committee.
- c. Provide a consultant pharmacist to review issues related to the procurement, receipt storage, ordering, dispensing, and administration of medications within the CMHC.
- d. Provide a consultant pharmacist to institute and maintain a Pharmacy Quality Improvement Program consistent with applicable Joint Commission standards.
- e. Provide a consulting pharmacist to conduct Pharmacy In-service Education based on needs of the CMHC staff, and problems identified through quality improvement activities, and other sources, as applicable.
- f. Provide a consultant pharmacist to perform quarterly inspections of medication storage in residential programs.
- g. Provide a consultant pharmacist to aid in the review and implementation of CMHC's Drug Formulary, recommending medications based on effectiveness, risks and acquisition cost and cost-impact.
- h. Provide a consulting pharmacist to establish guidelines to identify and correct incidences of poly-pharmacy.

**EXHIBIT D**

(see attached)

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

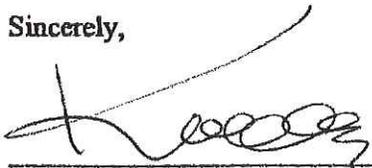
To Whom It May Concern:

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, and assisting with Prior Authorizations (PA) within the Community Mental Health Center ("CMHC") operated by Yamhill County acting by and through its Department of Health and Human Services, at 627 Northeast Evans Street, McMinnville, Oregon 97128. 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 of Genoa Healthcare, LLC.

This agency may be terminated by me, effective immediately, upon prior 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,



Signature of Medical Director

Name: William J. Koenig DO Title: MEDICAL DIRECTOR

Agreed to and accepted this 16<sup>th</sup> day of January, ~~2019~~ 2020