

**Richland County  
Executive & Finance Standing Committee**

Date Posted: June 16, 2025

**NOTICE OF MEETING**

Please be advised that the Richland County Executive & Finance Standing Committee will convene on Monday, June 23, 2025 at 5:00 PM in the Richland County Boardroom of the Courthouse located at 181 West Seminary Street, Richland Center, WI 53581.

Information for attending the meeting virtually (if available) can be found at the following link:

<https://administrator.co.richland.wi.us/minutes/executive-and-finance-committee/>

If you have any trouble accessing the meeting, please contact MIS Support at 608-649-4371 (phone) or [mis@co.richland.wi.us](mailto:mis@co.richland.wi.us) (email).

**AGENDA**

1. Call To Order
2. Roll Call
3. Verification Of Open Meetings Law Compliance
4. Approval Of Agenda
5. Approval Of Minutes From The June 10, 2025 Meeting
6. Public Comment
7. Reports
  - A. Administrator's Report
  - B. Radio Tower Update
8. Discussion & Possible Action: Approval Of Pharmacy Services For Pine Valley Community Village
9. Discussion & Possible Action: Next Steps On Water Study For Pine Valley Community Village
10. Discussion & Possible Action: Corporation Counsel Structure For 2026
11. Correspondence
12. Future Agenda Items
13. Adjourn

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Executive & Finance Standing Committee.

Derek S. Kalish  
County Clerk

# Richland County

## Executive & Finance Standing Committee

June 10, 2025

The Richland County Executive & Finance Standing Committee convened on June 10, 2025 in person and virtually at 5:00 PM in the County Boardroom of the Richland County Courthouse.

**Call To Order:** Committee Chair Williamson called the meeting to order at 5:00 PM.

**Roll Call:** County Clerk Kalish conducted roll call. Committee member(s) present: Steve Carrow, Gary Manning, Mark Gill, David Turk, Melvin “Bob” Frank, Craig Woodhouse, Steve Williamson, and Marc Couey. Committee member(s) absent: Ingrid Glasbrenner.

**Verification Of Open Meetings Law Compliance:** County Clerk Kalish confirmed the meeting had been properly noticed.

**Approval Of Agenda:** Motion by Manning second by Frank to approve agenda. Motion carried and agenda declared approved.

**Approval Of Minutes From The May 13, 2025 Meeting(s):** Committee Chair Williamson asked if there were any corrections or amendments to the minutes from the May 13, 2025 meeting. Supervisor Carrow noted he was incorrectly noted as the second to a motion when he was not present for the meeting. Committee Chair Williamson declared the minutes, with correction made for Supervisor Carrow, from the May 13, 2025 meeting approved as published.

**Public Comment:** None

**Reports - County Administrator Update:** Administrator Clements noted the following:

- brief review of May 2025 personnel updates
- shared 2025 County Administrator goals
- 2026 capital improvement plan guidance provided to departments / budget guidance in progress
- ongoing maintenance to wage scale in progress
- various handbook changes/updates underway – vacation and sick leave policies first to be addressed
- Finance Director position remains unfilled and looking into possibility of position being part-time

County Clerk Kalish noted that there were two sets of minutes that needed to be approved consisting of the regularly scheduled Executive & Finance Standing Committee meeting and the joint meeting of the Executive & Finance Standing Committee and the Joint Ambulance Committee. Committee Chair Williamson declared both sets of minutes, with the correction made for Supervisor Carrow, from the May 13, 2025 meetings approved.

**Discussion & Possible Action – Approval of Public Comment Form:** County Clerk Kalish provided brief background on agenda item. Motion by Frank second by Couey to approve use of Public Comment Form V2.0. Discussion followed regarding use and implementation of the Public Comment Form V2.0. Motion carried and resolution forwarded to full County Board for approval.

**Discussion & Possible Action – Approval of Countywide Vehicle Use Policy:** Administrator Clements provided brief background on agenda item. Motion by Williamson second by Couey to approve vehicle use policy and forward to the Public Works Standing Committee for further review.



## Richland County Executive & Finance Standing Committee

Discussion followed regarding various policy elements and further clarification regarding the use of hands-free phones. Motion carried and policy forwarded to the Public Standing Committee for further review with inclusion of the hands-free telephone language.

**Discussion & Possible Action - Resolution approving an intradepartmental partnership of MIS, Land Information, and The Sheriff's Department applying for and accepting a NG911 GIS grant from Wisconsin Department of Military Affairs for 2026 and Discussion & Possible Action - Resolution approving an intradepartmental partnership of MIS, and the Sheriff's Department applying for and accepting a PSAP grant from Wisconsin Department of Military Affairs for 2026:** Sheriff Porter provided brief background on both agenda items and noted both grants enhance the county's 911 functions. Motion by Turk second by Carrow to approve resolution approving an intradepartmental partnership of MIS, Land Information, and the Sheriff's Department applying for and accepting a NG911 GIS grant from Wisconsin Department of Military Affairs for 2026 and resolution approving an intradepartmental partnership of MIS, and the Sheriff's Department applying for and accepting a PSAP grant from Wisconsin Department of Military Affairs for 2026. It noted that language regarding Rule 19 in both resolutions would need to be edited to reflect current procurement policy language. Motion carried and both resolutions forwarded to full County Board for approval.

**Correspondence:** None.

**Future Agenda Items:** None.

**Adjourn:** Motion by Manning second by Carrow to adjourn. Motion carried and meeting adjourned at 5:55 p.m.



Derek S. Kalish  
Richland County Clerk

**RESOLUTION NO. 25 - XX**

Resolution Approving A New Pharmacy Provider For Pine Valley Community Village.

WHEREAS current pharmacy contract expires at the end of this year, and

WHEREAS current pharmacy provider longevity and sustainability is currently in question, and

WHEREAS Pine Valley Community Village is required to have a pharmacy provider and there will be financial impact to the budget as Pine Valley bills resident insurance for reimbursement, and

WHEREAS bids from other pharmacies were obtained, and

WHEREAS the Executive and Finance Standing Committee has reviewed all bids received, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board Supervisors that approval is granted for xxxxxxxx to provide pharmacy services to Pine Valley Community Village, and

BE IT FURTHER RESOLVED that this resolution be effective upon passage.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE EXECUTIVE &  
FINANCE STANDING COMMITTEE  
(23 JUNE 2025)

AYES\_\_\_\_\_ NOES\_\_\_\_\_

RESOLUTION \_\_\_\_\_

FOR      AGAINST

DEREK S. KALISH  
COUNTY CLERK

STEVE CARROW  
GARY MANNING  
CHAD COSGROVE  
KERRY SEVERSON  
STEVE WILLIAMSON  
MARC COUEY  
DANIEL MCGUIRE

DATED: JULY 15, 2025

**TO:** All CBRF Owners & Caregivers

**FROM:** Center Pharmacy Pharmacist Team

**SUBJECT:** On-Site Annual Reviews & Quarterly Psychotropic Reviews

**DATE:**

Since the CBRF rules were first published in 1996, uncertainty has existed regarding the State's expectations of Health and Family Services Administrative Code 83.33 (3)(a) 2, the section of the rule requiring that a pharmacist or physician review each resident's medication regimen for positive outcomes and assurance of proper medication administration. **CENTER Pharmacy** has been working with officials at the State's Bureau of Quality Assurance (BQA) to help clarify the state survey team expectations of HFS 83.33 (3)(a)2 and (f)1-3. As stated in the enclosed letter, this memo has been reviewed by BQA and is being sent to you to help clarify BQA's expectations of medication reviews as well as outline how **CENTER Pharmacy** is working to ensure that your facility is in compliance with survey team expectations.

HFS 83.33 (3)(a) 2. states: *"The administrator or designee shall arrange for a pharmacist or a physician to review each resident's medication regimen for positive resident outcomes and assurance of proper administration. This review shall occur prior to or within 30 days after the person's admission to the CBRF, whenever a resident's prescription medication is changed significantly, whenever a resident's condition undergoes a significant change and not less than once every 12 months following admission. A written report of findings shall be prepared and sent to the administrator and, when the review is done by someone other than the prescribing physician, to the prescribing practitioner when the results of the report recommend a change in the resident's medication regimen or in the administration of a medication"*

In addition, HFS 83.33 (3) (f) 1-3 further states: *"When a psychotropic medication is prescribed for a resident, the CBRF shall do all of the following: 1) Ensure that the resident care staff and staff who manage and administer the medications understand the potential benefits and side effects of the medication 2) Ensure that the resident is reassessed quarterly for the desired responses and possible side effects of the medication 3) Document the actions required under subds. 1. and 2. in the resident's medical record."*

Officials at BQA have stated that medication regimen reviews include an evaluation of the medication regimen for positive outcomes and a review of proper administration of all medications the resident is taking. The initial medication review conducted by either a pharmacist or physician within 30 days of admission may include: off-site med review, such as one typically conducted by a prescriber upon prescribing, or prospective drug utilization reviews required to be done by a pharmacist prior to dispensing; off-site assessment of the resident; off-site observation and training to the resident to properly administer their medications; and review of CBRF staff administering medications. Annual change of condition medication

regimen reviews may require more intensive on-site review of the resident, staff interview, as well as a record review.

BQA officials have also stated the requirement for quarterly psychotropic assessments for desired responses and possible side effects can be satisfied by a physician visit, a nurse assessment, a pharmacist review or other individuals trained in the proper use of psychotropic medications, i.e. psychologist. Different people may complete psychotropic reviews each time or different people may perform different parts of the psychotropic review. For example, a pharmacist may complete a review every 6 months and in-between a physician may complete reviews so that a review is still completed each quarter.

To help insure the safe and effective use of all medications in your facilities, including psychotropics, as well as to assist your CBRF in fulfilling state surveyor expectations, **CENTER Pharmacy** provides you the following services:

**1) Prospective Drug Utilization Review-** As is required in the Pharmacy Practice Act, **CENTER Pharmacists** review all new and refill prescription orders prior to dispensing to determine therapeutic appropriateness as well as compatibility with other drugs.

**2) Side Effect Sheets-** **CENTER Pharmacy** provides side effect sheets for all new admission orders and when a new medication is prescribed.

**3) Unit-of-Use Packaging-** **CENTER Pharmacy** provides each facility customized unit-of-use packaging per a pre-determined protocol to help CBRF caregivers consistently administer medications as ordered by prescribers.

**4) Medication Administration Records (MAR)-** When requested, **CENTER Pharmacy** provides each CBRFs with MARs, updated monthly, to help CBRF caregivers consistently document administration of any scheduled and/or PRN meds.

**5) CBRF Medication Administration Training-** **CENTER Pharmacy's** nurse consultant offers a state approved certification course for CBRF staff in proper medication administration techniques.

**6) Quarterly Psychotropic Med Reviews-** When requested, our consultant pharmacists conduct drug regimen reviews of all active psychotropic meds and provide comments on any drug irregularities with respect to guidelines set forth in federal and state quality indicators for nursing homes.

**7) Annual In-Home Medication and Quarterly Psychotropic Med Review-** On an annual basis, a **Center Pharmacy** consultant pharmacist and in some cases, consultant nurse, travels to your facility to conduct an in-home medication review. These services are comprehensive in nature and may include the following:

- ▶ Review of resident's Individualized Service Plan
- ▶ Review of legend and non-legend medication regimens for indication, desired clinical response, drug interactions, adverse drug reactions (ADR's), and proper labeling
- ▶ Review of medication storage, security, safety, control and administration.
- ▶ Staff and/or resident education regarding medication outcomes, untoward effects, medication storage and medication administration
- ▶ Assistance with documentation of med errors, ADR's and med administration

- ▶ Assistance with maintaining compliance with med related legal requirements
- ▶ Preparation of a written report of findings to be sent to resident's practitioner and/or administrator

8) **Off-Site & On-Site Med Reviews-** When requested, **CENTER Pharmacy** consultants are available as needed to conduct med reviews and, in some cases, have received physician authorization to provide medically necessary in-home medication management services.

Officials at BQA have assured us that the above services when appropriately completed satisfy the requirements under HFS 83.33 (3)(a) 2 and (3)(f)1-3. As such, you are encouraged to keep a copy of this memo at your CBRF in preparation of any upcoming survey inspection. Until then, as always, please call with any questions, comments, suggestions or requests.

Thank you.

N:\OFFICE\WPWIN\CBRFs\CBRF Consulting Letter.doc





# **Pharmacy Services Proposal for Pine Valley Community Village**

**PREPARED BY**

Michelle Farrell, PharmD, RPh

Cell: 608-391-0420

CEO, Center Pharmacy LTC

CEO, Boscobel Pharmacy

Clinical Services Director

Cell: 608-391-0420



# Boscobel Pharmacy

1028 Wisconsin Avenue Boscobel, WI 53805  
(608)-375-4466 Fax: 608-375-2383  
www.boscobelpharmacy.com



# Center Pharmacy

190 North Orange St. #2 Richland Center, WI 53581  
(608)-647-8918 Fax: 608-647-3696  
www.centerpharmacycare.com

Pine Valley Administrator and Board,

I would like to take this opportunity to thank you for considering our proposal for pharmacy services. We believe that our offerings can significantly contribute to the health and well-being of your residents, and we appreciate your willingness to review our proposal.

We are committed to providing exceptional service, and we are excited about the possibility of working together to meet the needs of our community. Your feedback and insights will be invaluable as we refine our proposal to ensure it aligns with our mutual goals.

I have enjoyed our work to meet the needs of various residents through durable medical supply and equipment needs and immunization clinics.

Our Boscobel Pharmacy location is Medicare accredited and provides various durable medical equipment and supply offerings. Our Center Pharmacy LTC location at 190 North Orange Street, Richland Center would provide medication services including strip packaging and emergency services to the facility. Neither facility has had any litigations or restrictions for any reason.

Thank you once again for your consideration and support. I look forward to the opportunity to collaborate and make a positive impact on our community's health.

Yours Truly,

Michelle Farrell, PharmD, RPh, President and CEO

[michelle@centerpharmacycare.com](mailto:michelle@centerpharmacycare.com)

Cell: 608-391-0420



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## History

**Boscobel Pharmacy**—Michelle purchased Bohlman Drugstore, Inc from John and Mary Pat Bohlman in May 2006 when it was strictly the 1028 address location including basement storage of paper records, first floor pharmacy, and second floor DME/DMS and home infusion. Michelle Farrell and Wayne Hanson purchased the 1038 corner building from Ray Saint in 2010 and placed a hole through the wall to create a larger space for the pharmacy operations. A second floor apartment for University students and hospital workers exists as well as an ample storage area. The basement now houses DME/DMS including beds and oxygen. Compounding and expanded adherence operations occur on the second floor of the 1028 location.

Bohlman Drugstore was one of the first pharmacies in the state to institute pharmacist care billing in the late 1990s and incorporated an infusion center into daily operations. Michelle was a Doctor of Pharmacy student on rotation in 1998 when the pharmacists right to immunize was first enacted at the state level and she helped create the process and programming for immunization practices within the pharmacy, at area long term care facilities, at local businesses, and in partnership with Grant County.

**Center Pharmacy**—Michelle purchased Thrifty White Drug of Richland Center from Bruce and Patricia Kaasa in September 2020. The pharmacy operation was moved in July 2021 to a newly built facility adjacent to Tri State dialysis. This facility serves as a retail pharmacy and a combo shop partnering with Gerimed and CPESN—meeting the needs of patients requiring medication packaging services in facilities and in their homes. Michelle has upgraded technology including the purchase of a Parata ATP strip packaging machine and PERL Safety Automation to verify accuracy.

Michelle currently serves as Lead Luminary and Compliance Committee Chair for CPESN (Community Pharmacy Enhanced Services Network). She has certificates in pharmaceutical care/medication therapy management, immunizations, travel health, compounding, diabetes prevention, diabetes self management education, point of care testing, and pharmacogenomics. She has served as the President of the Pharmacy Society of Wisconsin and received the 2004 PSW Wisconsin Distinguished Young Pharmacist Award, 2019 CPESN Pharmacist MVP Award, and an 2023 Honorary Citation from the University of Wisconsin School of Pharmacy.

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## Boscobel Pharmacy and Center Pharmacy MISSION STATEMENT

### Mission:

To be the trusted healthcare hub of our rural community, providing comprehensive and personalized pharmacy services that empower patients to achieve optimal health and well-being. We are committed to simplifying medication management, promoting preventative care, and offering convenient access to essential healthcare resources.

### Vision:

To be recognized as the leading provider of innovative pharmacy services in our region, setting the standard for patient-centered care by seamlessly integrating medication synchronization, medication packaging, medication therapy management, wellness consultations, and durable medical equipment into a holistic approach to patient health.

### Key Cultural Elements:

We believe our success hinges on fostering a culture built upon these core principles (from hereon known as EQI (Excellence-Quality-Innovation)):

- **Patient-Centricity:** Every interaction is guided by a genuine commitment to understanding and addressing each patient's unique needs. We prioritize building relationships based on trust, empathy, and open communication. We strive to exceed expectations and create a positive and supportive experience for every individual we serve.
- **Excellence in Service:** We are dedicated to providing accurate, efficient, and reliable pharmacy services. We continuously seek opportunities to improve our processes and enhance the quality of care we deliver. This includes staying up-to-date with the latest advancements in pharmacy practice and technology.

-

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- **Innovation and Proactiveness:** We embrace innovation and seek creative solutions to meet the evolving healthcare needs of our community. We are proactive in identifying opportunities to expand our services and improve patient outcomes through initiatives like medication synchronization, medication packaging, MTM, and wellness consultations
- **Collaboration and Teamwork:** We foster a collaborative and supportive work environment where every team member is valued and empowered to contribute their unique skills and expertise. We believe that teamwork is essential to achieving our mission and providing exceptional patient care.
- **Community Engagement:** We are deeply invested in the well-being of our community. We actively participate in local initiatives and partner with other healthcare providers to promote health education and improve access to care. We strive to be a valuable resource and a trusted partner in the health of our community.
- **Integrity and Trust:** We adhere to the highest ethical standards in all our interactions. We are committed to transparency, honesty, and accountability in our practices. We strive to earn and maintain the trust of our patients, our community, and our partners.
- **Continuous Learning:** We are committed to the ongoing professional development of our team members. We encourage continuous learning and provide opportunities for training and education to ensure we are equipped to provide the best possible care. This includes staying current on new medications, therapies, and best practices.

By living these cultural elements, we will create a pharmacy that not only provides exceptional clinical care but also serves as a vital and trusted member of our rural community.



# Boscobel Pharmacy

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# Center Pharmacy

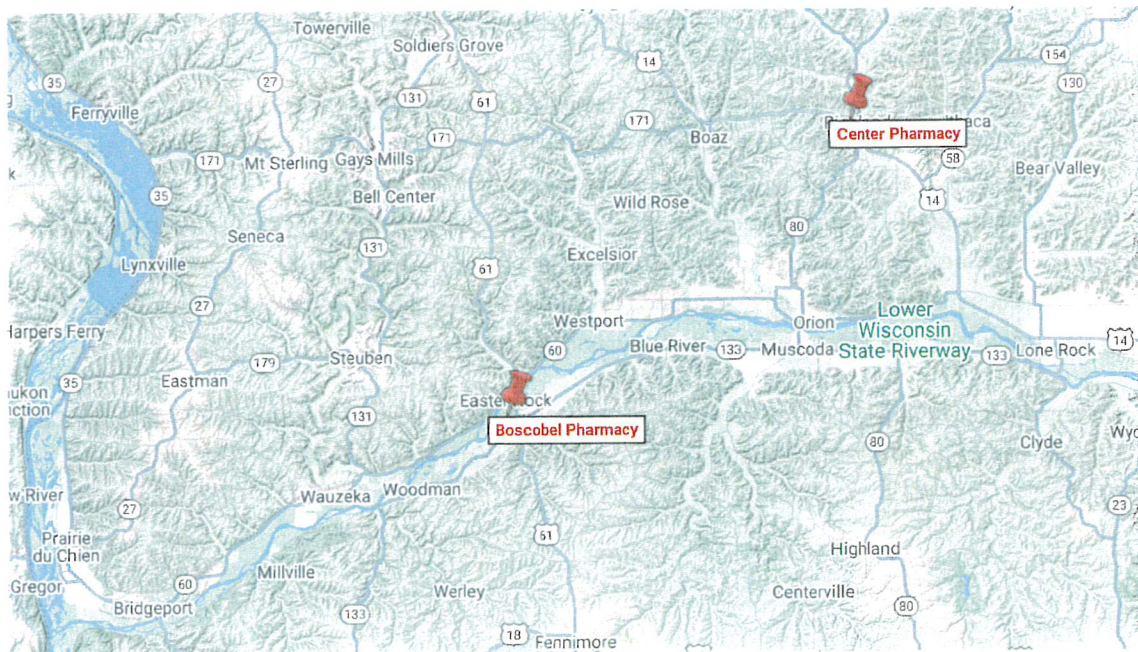
190 North Orange St. #2 Richland Center, WI 53581  
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## Pharmacy Hours

Boscobel Pharmacy and Center Pharmacy

Monday-Friday 830-530, Saturday 830-1, Closed on Sunday

24/7 On call Availability—After Hours 608-283-3147



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## LTC Pharmacy Services

- Short Cycle med strip packaging
- Compliant in CMS recommendations regarding short cycle dispense
- Multi-dose or unit dose packaging
- Infusion Therapy (locally and via partners)
- Enteral Therapy
- IV and PO contingency boxes
- Emergency Contingency Boxes
- Durable Medical Equipment and Supplies
- Daily Delivery Schedule
- On Call Pharmacist Team
- Pharmacist Consults
- Pharmacist Read Only access of Gundersen EPIC, UW Epic, SSM Epic
- On Site Inservices
- Various eMAR solutions
- Vaccination Program
- All Pharmacists Certified through Wisconsin Pharmacy Quality Collaborative and provide Medication Therapy Management and Comprehensive Medication Reviews

### *Licensing, Training, and Certifications*

All pharmacists employed through Center Pharmacy LTC and Boscobel Pharmacy have and maintain all appropriate state licenses provided by the WI Department of Safety and Professional Services. All technicians are licensed by the same board. All delivery technicians have received training on proper handling of medications and delivery.

### *LTC and Home Health References*

Julie Hillsheim, Harvest Guest Home 608-647-8205

Michael Bell, Director of Nurses, Boscobel Care and Rehab 608-375-6359

Lona Ellis, Administrator, Boscobel Care and Rehab **(608) 375-6342**

Tracy Mezera, RN, Grant County Hospice 608-723-6416

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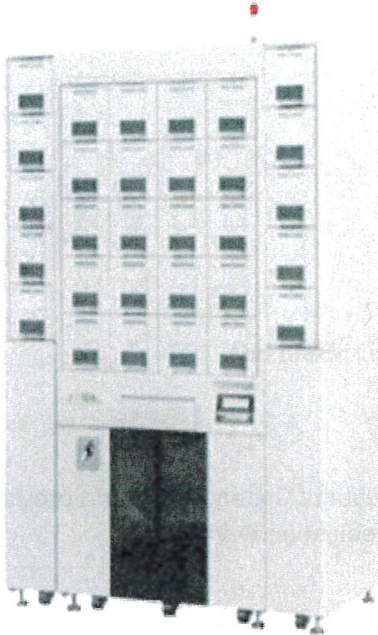


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## Medication Distribution Systems

### Multi-Dose Automated Packaging System



Center Pharmacy packages medications in several formations including multi-dose strips, countdown frames, and multidose combination frames. Schedule II and PRN Controlled substance prescriptions will be provided in blister card form. Short cycle medication strip packaging has proven beneficial through improved safety and efficiency within the homes we serve.

#### Package labeling:

All medication strip packaging labels will meet all Chapter 450, Wisconsin Statutes as well as all FDA regulations related to pharmaceutical dispensing of medications





## Quality Assurance Programs

Center Pharmacy will print monthly computer generated forms on a schedule based on Pine Valley Community Village needs, when requested. The monthly computerized reports can include the following:

Drug Interactions Reports

Drug Class Reports (antibiotics, psychotropics)

Individual Patient Counseling Information

Medication Room/Storage Review

Quarterly Observations

Policy and Procedure and Medication Quick References

Our Pharmacy utilizes APMS near miss reporting and participates in weekly huddles and monthly safety meetings surrounding our performance.

## Continuity of Care

In the event of an emergency in Richland Center, our Boscobel Pharmacy location would assume care and vice versa if emergency occurred in Boscobel. Our computer systems are backed up remotely and could be restored to either location as the locations are connected via VPN.

In the case of a recall, our team tracks manufacturer recalls daily and is trained to intervene as warranted by the recall level. The dispensing pharmacy is responsible for collection and return of the recalled product.

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## Return Policy

Medications are dispensed in short cycles to reduce the risk of waste. In the event a medication is discontinued, the medication needs to be returned to the pharmacy promptly to ensure the credit/adjustment within a timely manner.

Medications included in the DEA classification as controlled substances are subject to special handling, storage, disposal, and record keeping requirements in accordance with federal and state laws and regulations. It is best to destroy medications on site to prevent medication loss and theft.



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## Pharmacy Services Menu

- ☐ Medication Sync and Compliance Packaging—Strip packaging, bubble packs, or plastics
- ☐ Immunizations and Non Vaccine Injections – In Pharmacy appointments are appreciated, walk-ins welcome. Will go curbside and to home or facility upon service request.
- ☐ Point of Care Testing—Strep, Flu, Covid, Lyme, Cholesterol Panel, A1c, Vitamin D, Tuberculosis Testing
- ☐ Custom Medication Compounding—pain, nausea, LDN, pediatrics
- ☐ Home IV & Enteral Therapy Supplies and Consultations
- ☐ Home Safety Equipment
  - o Wheelchair
  - o Walker
  - o Cane
  - o Hospital Beds
- ☐ Compression Stockings
- ☐ Athletic Braces
- ☐ CPAP Therapy
- ☐ Home Oxygen Therapy
- ☐ Nebulization Solutions & Equipment
- ☐ Asthma Equipment & Education
  - o Education Sessions
- ☐ Blood Pressure Screening & Education
  - o Measurements & Record-keeping
  - o BP Monitor Selection
- ☐ Diabetes Prevention, Screening & Education
  - o CGM/Meter Selection/Training
  - o Diabetes Self Management Educational Sessions
  - o Diabetes Prevention Program and Why Wait Wellness
- ☐ Pharmacogenomics Consultation



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LOOK FOR  
THIS ICON



## In App Messaging

Text pharmacists from your phone with our messenger.



## Mobile Refills

Order and manage medication refills using your phone.



## Reminders

Set reminders to pick up or request refills.

TEXT

**RXLOCAL**  
TO 64890

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\*Message and data rates may apply. Message frequency varies. Text STOP to opt-out. Text HELP for help. Privacy Policy: [xlocal.us/privacy](http://xlocal.us/privacy). Terms & Conditions: [xlocal.us/terms](http://xlocal.us/terms)

Thank you for your interest in our services. If you have any questions on your insurance coverage please reach out! Just give us a call and ask for Michelle, Rose or Sunni.

If you don't want to download our app, please use the following numbers to text us.

**Text Boscobel RX at: 608-686-6382**

**Text Center RX at: 608-557-5952**

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## IV Drugs (Backup Care Services)

Drugs, IV Fluid Products and Supplies

Rates for items not included in per diem

All drugs/IV fluid products; Heparin, Saline, Sterile Water, etc AWP-10.5%

Supplies: Dressing Trays, Stat-Lock, IV Needless Site, etc Usual and Customary

IV Infusion tubing Usual and Customary

### 1. Hydration and Solutions

IV Hydration

Drug, supplies, and nursing visits coded separately

Each liter per day \$8.00

Pump and Pole per day \$20.00

### 2. Antibiotic Therapy

Per diem rate includes care coordination and pharmacy consult services, and diluent.

Q 48 Hours per day \$50

Q 24 Hours per day \$36

Q 12 hours per day \$60

Q 8 hours per day \$75

Q 6 hours per day \$88

### 3. PAIN MANAGEMENT THERAPY

Per Diem rate includes infusion delivery system, diluent, administrative services, professional pharmacy services, and care coordination. Drug supplies coded separately

Cassette Fee per cassette \$80.00

### 4. IV Nutritional Therapy

a. TPN Daily Charge per bag \$260

### 5. Infusion Pump Rental

a. Pump and Tubing \$20.00 per day

b. CADD and cassette \$35.00 per day

**Cart Rental - Review needs option for bundling with services**

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## Pricing and Billing

Brand Medications	AWP - 16.5% + 4.00
Generic Medications	AWP - 85% + 4.00
OTC Medications	AAC * 1.5 + 1.00

*\*We currently utilize McKesson Drug, McKesson Supply, Thrifty White Affiliate Program, Independent Pharmacy Cooperative (located in Wisconsin)*



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www.centerpharmacycare.com

## *Pharmacy Services Bundle \$8.00/resident*

### CONSULTANT RESPONSIBILITIES

Utilizing qualified registered pharmacists, Center Pharmacy LTC provides pharmacy consulting services and is responsible to Facility in developing, coordinating, supervising and reviewing all consultant pharmaceutical services and for assessing distributive services upon request of Facility.

Center Pharmacy LTC shall be responsible for rendering the following consultant services to Facility:

1. Monthly medication management review for each resident to evaluate the appropriateness of drug use and/or potential problems, and provide written comments to the Facility.
2. Interim medication management review upon facility request if deemed necessary [examples of interim reviews may include, but are not limited to: acute change in status, medication adverse effects, less than 30 day admission, etc.]
3. Quarterly audits of facility medication storage areas, physician orders, and medication documentation in order to evaluate compliance with local, state and federal regulations – performed by a pharmacist or in appropriate cases nurse consultant, pharmacy technician or pharmacy intern who works under the direction of the pharmacist.
4. Serve as a member of the Quality Assurance Committee and provide appropriate report(s) as applicable.
5. Assist in the disposal of and/or development of policy and procedures for the disposal of discontinued controlled substances according to DEA and state regulations.
6. Assist the Director of Nursing, upon request, in developing, reviewing, and revising facility's pharmacy policies and procedures.
7. Provide in-service education programs yearly upon facility request.
8. Review of medication errors upon facility request.





# **Pharmacy Facility Provider Agreement**

**Prepared for**

**Pine Valley Community Village**

Prepared by

**Forum Extended Care Services, Inc. II**  
4201 W Victoria St  
Chicago, IL 60646

Contact:  
(800) 447-7108  
Pam Kramer, x3302  
Chris Frederick, x3364  
[info@forumpharmacy.com](mailto:info@forumpharmacy.com)

## **FACILITY PROVIDER AGREEMENT**

**THIS FACILITY PROVIDER AGREEMENT**, made this 30<sup>th</sup> day of May, 2025 by and between Forum Extended Care Services of Wisconsin, Inc, a corporation organized and existing under the laws of the State of Wisconsin, having its principal place of business at 2445 W Darwin Rd, Suite 102, Madison, Wisconsin, 53704, and supported by Forum Extended Care Services, Inc. II, 4201 W Victoria St, Chicago, Illinois, 60646 (hereafter "PHARMACY") and **Pine Valley Community Village**, located at 25951 Circle View Ln, Richland Center, Wisconsin, 53581 (thereinafter "FACILITY").

### **RECITALS**

- A. **The FACILITY** is engaged in the operation of a Skilled Nursing (SNF) and Community-Based Residential (CBRF) Facility, for which it requires pharmacy and pharmacy-consulting services in accordance with standards of practice and any applicable local, state, and federal laws and regulations.
- B. **PHARMACY** provides pharmacy services to and on behalf of Skilled Nursing and Community-Based Residential Facilities, including consulting services.
- C. The **FACILITY** and **PHARMACY** have entered into a Pharmacy Services Agreement pursuant to which **PHARMACY** will provide pharmacy services to the **FACILITY**.
- D. The **FACILITY** desires to utilize **PHARMACY'S** services, and **PHARMACY** is willing to furnish such services, effective July 1, 2025, as provided below.

### **AGREEMENT**

In consideration of the mutual promises and covenants contained herein and the mutual benefit to be derived hereunder, PHARMACY agrees as follows:

1. **MEDICARE PART A PPS and MANAGED CARE RATE:** For the benefit of the Medicare and Managed Care residents at the FACILITY, PHARMACY will provide all medications and bill the facility on a line-item basis for each resident's medication. The pricing formula used (see Addendum A) will be at no time less than the current reimbursement rates paid by the Illinois Department of Healthcare & Family Services. When appropriate, the consultant and operational pharmacist will recommend possible therapeutic substitution to the facility physicians and staff to contain costs.
2. **PRIVATE AND OTHER THIRD-PARTY RATE:** For the benefit of the entire private and other third-party pay residents at the FACILITY, PHARMACY will provide all medications in a cost-effective manner. When applicable, PHARMACY will bill any third-party prescription benefit management program or insurance program directly. Co-pays, any co-insurance, or non-covered items for each resident will be billed to the responsible party (FACILITY, resident, or other guarantor). When applicable, the consultant and operational pharmacists will recommend possible therapeutic substitutions to the facility physicians and staff to comply with applicable formulary restrictions and help contain costs.
3. **MEDICAID & DUAL-ELIGIBLE RESIDENTS:** For the benefit of any Medicaid and/or dual-eligible residents at the FACILITY, PHARMACY will provide medications allowable under the State Medicaid Formulary or Preferred Drug Product List or the resident's Medicare Part D Formulary. PHARMACY will be responsible to bill Medicaid and/or any Medicare Part D PDP. For medications not covered by Medicaid or a Medicare Part D PDP, PHARMACY pharmacists will recommend possible substitutes. If there is no possible substitute, then medication will be provided and billed to a financial guarantor or facility by PHARMACY if authorized by the FACILITY.
4. **PHYSICIAN ORDER SHEETS AND MEDICATION RECORDS:** The PHARMACY will provide printed Physician Order Sheets (POSs) and Medication Records (MARs), updated monthly, if needed.



5. **TECHNOLOGY:** All technology is provided to FACILITY for the sole purpose of providing or enhancing the provision of pharmaceutical services, including an electronic HL7 or NCPDP interface between PHARMACY'S dispensing software and FACILITY's chosen clinical software or electronic Medication Administration Record (eMAR). Any other use of said technology is without the consent of the PHARMACY.
6. **DELIVERY:** PHARMACY will deliver to FACILITY twice daily unless otherwise directed by the FACILITY, with additional deliveries if emergencies arise, except for circumstances and conditions beyond its control, which will include, but not be limited to, situations where the PHARMACY's manufacturer/supplier is unable to provide the required item and the PHARMACY is unable to provide an acceptable alternative.
7. **EQUIPMENT:** All equipment is provided to the FACILITY for the sole purpose of providing or enhancing the provision of pharmaceutical services. Any other use of said equipment is without the consent of the PHARMACY. All equipment remains the property of the PHARMACY and will be returned immediately following the termination of this agreement.
8. **PHARMACIST CONSULTANT SERVICES:** For the benefit of the FACILITY, PHARMACY will appoint an individual, or group of individuals (the "CONSULTANT") to be responsible for the general supervision of the FACILITY's pharmaceutical services. More specifically, the CONSULTANT will:
  - (a) Provide general supervision of the FACILITY's procedures for the control and accountability of all drugs, intravenous solutions, biologics and supplies throughout the FACILITY and ensure that the FACILITY's policies and procedures pertaining to pharmacy are in compliance with applicable local, state, and federal laws and regulations;
  - (b) Review the records for receipt and disposition of controlled drugs and the maintenance of such records in sufficient detail so as to allow an accurate reconciliation;
  - (c) Review the drug regimen of each resident in the FACILITY and report in writing any irregularity to the FACILITY's Administrator, Medical Director, the resident's physician and the Director of Nursing services;
  - (d) Work with the FACILITY staff to ensure that inspections are conducted of each nursing station, its related drug storage area, and resident health records, and that findings are documented in the CONSULTANT's report at least monthly;
  - (e) Ensure the proper labeling, preparation, delivery and administration of all drugs, intravenous solutions and biologics and that labeling is based on currently accepted professional standards and includes the appropriate accessory and cautionary instructions as well as the expiration date, when applicable;
  - (f) Provide written reports to the Administrator, Quality Assurance Committee or Director of Nursing Services regarding the status of the FACILITY's pharmaceutical services and staff performance. Participate in meetings of the Pharmaceutical Services Committee, Quality Assurance Committee, Infection Control Committee and/or any other committee meetings, with reasonable prior notice and during regularly scheduled visits to the FACILITY;
  - (g) Assist in the development of, and/or conduct, when requested by the FACILITY administrator and/or clinical care director as mutually agreed to by the PHARMACY and the FACILITY, programs for in-service education on subjects related to the pharmaceutical services rendered; such in service education to be conducted by the CONSULTANT or his/her designee;
  - (h) Perform all other responsibilities required of a pharmacy consultant as set forth by applicable local, state, or federal laws and regulations; and
  - (i) Assist in developing the FACILITY's policies and procedures for routine and emergency/disaster drug control.
9. **NURSE CONSULTANT:** The PHARMACY will provide the services of a Registered or Licensed NURSE CONSULTANT(S). The NURSE CONSULTANT will:
  - (a) Perform periodic and as needed reviews of FACILITY's staff procedure and administration of medications, medication audits, medication room inspection, and medication administration and treatment observations;

- (b) If requested by FACILITY, perform a monthly review or reconciliation of Physician Order Sheets, Medication Administration Records and Treatment Administration Records for an additional fee (see Addendum A).
- (c) If requested by FACILITY, provide IV nursing services for an additional fee (see Addendum A).

**10. RESPONSIBILITIES OF THE FACILITY:** The FACILITY will:

- (a) Make available to the CONSULTANT adequate working space to allow the CONSULTANT to fulfill his/her obligations under this Agreement;
- (b) Ensure PHARMACY has access to all resident records necessary for the execution of this agreement by the PHARMACY. (Please reference Section 15 for confidentiality statement.)
- (c) Grant PHARMACY permission to collect and use its resident data in a non-patient and non-FACILITY-specific manner, and the FACILITY will assist PHARMACY in obtaining the informed consent of its residents for PHARMACY's use of such data in research projects that may be undertaken by PHARMACY. PHARMACY agrees that the data will be utilized for clinical research, disease management and the development of other programs to enhance and optimize patient care and outcomes, and that patient confidentiality will be strictly observed at all times. (Please reference Section 15 for confidentiality statement.)
- (d) FACILITY shall notify PHARMACY in the event any equipment requires repair or replacement; FACILITY personnel will not make repairs or adulterations unless specifically granted permission from PHARMACY. Should any equipment (such as medication carts, IV pumps, or electronic devices) be destroyed, damaged, or lost, in the course of normal and reasonable use, the PHARMACY will repair or replace it at their expense. Should the equipment be destroyed, damaged, or lost other than in the course of normal and reasonable use, the expense of repair or replacement will be reimbursed to PHARMACY.

**11. COMPENSATION TO PHARMACY:**

- (a) For the services of the CONSULTANT set forth in this Agreement, the FACILITY will pay PHARMACY a fee of \$5.00 per licensed SNF bed per month and \$2.00 per licensed CBRF bed per month.
- (b) For the services of an IV NURSE CONSULTANT set forth in this Agreement, the FACILITY will pay PHARMACY's published flat rates per occurrence (see Addendum A for current pricing).
- (c) For the services of a NURSE CONSULTANT performing reconciliations of POS, MAR, TAR as set forth in this agreement, the FACILITY will pay PHARMACY's published rate (see Addendum A), if FACILITY requests.
- (d) Fee Schedule: PHARMACY shall invoice and bill all supplies, prescriptions, medications, and services for specific patients to the patient or to the appropriate payer source on a monthly basis. Supplies, prescriptions, medications, and services for the FACILITY will be invoiced to the FACILITY monthly. Payment terms shall be net invoice amount due in thirty (30) days from receipt of invoice.
- (e) Late Charges: If any amount is not paid when due under this Agreement, the party owing such amount may be subject to a late charge on such amount equal to one and five-tenths percent (1.5%) per month or the maximum rate allowed by law, if less. Such late charge would accrue from the date the invoice is due and will continue to accrue until receipt of payment.

**12. TERM AND TERMINATION:**

- (a) **Initial and Renewal Terms:** The initial term of this agreement shall be for a one (1) year period (12 months). This Agreement will be automatically extended for additional one (1) year periods (each a "Renewal Term") upon the expiration of the Initial Term and each extension or Renewal Term, unless either party will notify the other in writing no less than sixty (60) days prior to the expiration of such Initial Term, extension, or Renewal Term of its election not to extend the term for such additional period. No notice of non-renewal from the FACILITY will be valid unless it is current in its payments to the PHARMACY.
- (b) **Termination for Default:** If either party defaults in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice (or ten [10] days in the case of an obligation to pay money), then the non-defaulting party will have the right, in addition to any other rights it may have, by further written notice to terminate this



Agreement on any future date not less than ten (10) days from the date of such further notice; and provided that no notice of termination from the FACILITY will be valid unless it is current in its payment to the PHARMACY.

- (c) **Obligations Upon Expiration or Termination:** Upon expiration or sooner termination of this Agreement, the FACILITY will return to the PHARMACY, in good working condition, all of the PHARMACY's equipment, formulary documents, policies and procedures manuals, forms and any other documents, information, etc. belonging to the PHARMACY. The FACILITY will not reproduce or permit the reproduction of the PHARMACY's documents, policies or procedures manuals and forms, nor circulate such to any individual or entity. Termination of this Agreement shall not relieve either party from liability for any breach of this Agreement occurring prior to the effectiveness of such termination.
- (d) **Effect of Termination:** If this Agreement is terminated or canceled for default prior to the expiration of the Initial Term or any extension or Renewal Term, then the non-defaulting party will be entitled to recover any outstanding balance owed by the FACILITY as liquidated damages.

**13. INSURANCE. INDEMNITY AND HOLD HARMLESS:**

- (a) PHARMACY at its sole expense shall maintain adequate comprehensive general, and professional liability insurance in an amount of not less than \$1,000,000.00 per occurrence with a \$3,000,000.00 aggregate, covering all Services, duties and obligations rendered to patients of FACILITY by PHARMACY its employees, agents, and consultants. When requested PHARMACY will provide evidence of its current effective insurance program, said request being allowable in an annual basis. Notwithstanding anything to the contrary contained herein, PHARMACY reserves the right to self-insure any of its insurance obligations under this Agreement.
- (b) PHARMACY and FACILITY agree to indemnify and hold each other harmless from any and all liability, loss, damage, claim and expense of any kind to all persons, due to bodily injuries, including death, and/or damage to all property, including reasonable attorneys' fees arising directly or indirectly from the negligent or willful acts or omissions to act by the indemnifying party, its employees, agents or consultants regarding the duties and obligations of the indemnifying party under this Agreement and to the Patients of FACILITY, including the duty to maintain the legal standard of care applicable to the indemnifying party.
- (c) The party hereto seeking indemnification must notify the other in writing of any intended claim for indemnification within thirty (30) days from the date the party learns of, or suspects, an occurrence which may give rise to a claim for indemnification. In case of service of a summons or complaint that party must provide copies of the summons and complaint to the other party within five (5) days of receipt.
- (d) The party seeking indemnification shall permit the other to select counsel, defend, compromise, and settle said claim or action and shall provide the other party, or its duly authorized representatives, all available information and assistance, including, but not limited to, copies of all books, records and documents of the party seeking indemnification as they relate to the Patient and his/her treatment which resulted in said claim. The indemnifying party must obtain the indemnified party's express written consent to any compromise or settlement of said claim only if the compromise or settlement includes an affirmative admission of fault on the part of the indemnified party.

**14. STATUS OF PARTIES:** Neither PHARMACY nor the FACILITY is for any purpose, an agent, partner, or employee of the other. This Agreement does not constitute a joint venture between the parties. It is agreed that in performing pharmacy services pursuant to this Agreement, the PHARMACY and its employees will, at all times, be an independent contractor to the FACILITY and its residents.

**15. CONFIDENTIALITY:** PHARMACY and FACILITY each agree to hold in strictest confidence any information and material which is related to either party's business or it's designated as proprietary and confidential, herein or otherwise, by either party in connection with the transactions contemplated by this Agreement. Each party agrees not to make use of such designated information and material other than for the performance of this Agreement. Proprietary and confidential information includes information related to Patient records and information, pricing, trade secrets, customer lists, salaries

or business affairs of the parties to this Agreement. The parties' obligations of confidentiality under this Agreement shall survive termination of this Agreement.

16. **FORCE MAJEURE:** PHARMACY and FACILITY shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war, or public enemy.
17. **NOTICES AND REQUESTS:** All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and by either: depositing in the U.S. mails, postage pre-paid, certified or registered, return receipt requested; or facsimile; or telex; or overnight courier which provides for a signed receipt of the receiving party; and shall be addressed to the party at the address set forth herein or to such other address as the party to receive the notice or request so designates by written notice to the other. All notices and requests shall be deemed as given as of the day of receipt by the respective party.
18. **ENTIRE AGREEMENT:** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered except by a written instrument duly executed by both parties.
19. **ENFORCEABILITY:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
20. **NO WAIVER:** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.
21. **SEVERABILITY:** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, then that provision in whole or in part shall be severed and the remaining terms and provisions shall remain in full force and effect.
22. **ASSIGNMENT:** This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto other than to an affiliated or subsidiary company, except upon written consent of the other, which consent shall not be unreasonably withheld, but shall be assignable to a corporation which shall succeed to the business of either party by merger, consolidation, reorganization, or the transfer of all or substantially all of the assets of such party, and which corporation shall expressly assume the full and complete obligations of such party hereunder. In the event that ownership or control of either party shall change during the term of this agreement that party shall forthwith notify the other party of such change.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first written above by their duly authorized representatives:

FORUM EXTENDED CARE SERVICES, INC. II

FACILITY:

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

**Brian H. Kramer, RPh**  
President

**Brittany Paulus**  
Administrator



**Addendum A**

IV Therapy			
<ul style="list-style-type: none"><li>Hydration</li><li>Intermittent IVs (incl antibiotics &amp; chemotherapy)</li><li>Pain management--IV or SC continuous infusion (including PCA):</li><li>Standard TPN with lipids (3 in 1) *</li><li>Hydration &amp; TPN non-standard additional ingredients, solutions, additives:</li></ul>	<div>1000–3000 mL per day:</div> <div>3000–6000 mL per day:</div> <div>Brand-name drugs:</div> <div>Generic drugs:</div> <div>1000</div> <div>2000 mL:</div> <div>3000 mL:</div>	<div>\$20.00/day</div> <div>\$30.00/day</div> <div>WAC + 15% (all ingredients) x # doses/day + \$15/day</div> <div>WAC + 15% (all ingredients) x # doses/day + \$15/day</div> <div>WAC + 15% plus \$20/day</div> <div>\$125.00</div> <div>\$175.00</div> <div>\$225.00</div> <div>AWP* – 78% per ingredient</div>	
<div>WAC = published Wholesale Acquisition Cost; AWP = published Average Wholesale Price.</div> <div>*Includes Standard Amino Acid Solution, Dextrose Solution, Standard Electrolytes, Standard Trace Elements, Standard Multivitamin Package, Insulin.</div>			
IV therapy supplies (initial):			
Standard IV therapies are dispensed with the following (supplies and quantities vary with the type and frequency of therapy and route of IV administration):			
<ul style="list-style-type: none"><li>IV pump or dial-a-flow/regulator</li><li>Pump set</li><li>Clave</li><li>Intermittent infusion cap</li><li>Saline flush</li><li>Heparin flush</li><li>Angio Cath</li><li>J-loop extension</li><li>IV start kit (peripheral lines)</li><li>Central line dressing change kit</li><li>Huber Needles (Port-a-Caths)</li></ul>	Included		
Medicare Part A, Contract Insurance, HMO, Medicaid & Private Pay (No Rx Insurance)			
Brand name or single-source prescription drugs:	AWP – 16% + \$4.50 dispensing fee		
Generic (multisource) prescription drugs:	AWP – 88% + \$4.50 dispensing fee		
OTC drugs (non-House Stock, individually dispensed):	AC + 20 + \$1.99 dispensing fee		
OTC drugs (House Stock, if ordered from pharmacy):	AC + 15%		
AWP = published Average Wholesale Price. AC = Actual Pharmacy Acquisition Cost.			

## Addendum A, Continued

ITEM OR SERVICE	FEE
<b>CONTINGENCY SUPPLIES</b>	
Automated dispensing system	Included (items charged to payer/resident/facility upon use)
Emergency boxes	Included (items charged to payer/resident/facility upon use)
IV consignment box(es) and/or supplies	Included (items charged to payer/resident/facility upon use)
<b>DELIVERIES</b>	
Twice-daily regularly scheduled	Included
Additional for admissions	Included* <i>*Unless order could be reasonably handled by using on-site supplies.</i>
STAT, emergency	Included* <i>*Unless order could be reasonably handled by using on-site supplies.</i>
<b>EQUIPMENT FOR MED ADMINISTRATION &amp; STORAGE, ORDER COMMUNICATION &amp; MAINTENANCE</b> (All equipment & supplies remain the property of the pharmacy)	
Crash carts, if needed	Included
Digital camera for resident photo records, if needed	Included
Fax machines, if needed	Included
Medication carts	Included
Medication storage refrigerators, if desired	Included
Tablet crushers	Included
<b>PROFESSIONAL SERVICES</b>	
Consultant pharmacist, including Medication Regimen Review	\$5.00/licensed bed
Consultant nurse	Included
Family night presentations	Included
Field technician services	Included
Inservice education	Included
POS checks/order reconciliation by a licensed nurse (optional)	\$35.00/hour
<b>REFERENCE &amp; SUPPLY MATERIALS</b>	
Binders (MAR, TAR), if needed	Included
Drug references	Included
Medication records, updated monthly, if needed	Included
Pharmacy forms, records	Included
Reports (custom and standard)	Included
<b>TECHNOLOGY</b>	
Fax server provider portal	Included
Pharmacy information system interface	Included
Interface with facility's electronic health record	Included
<b>OPTIONAL ONSITE INFUSION SERVICES</b>	
Declo IV Catheter	\$125.00
IV Medication Administration	\$125.00
IV Setup	\$125.00
IV Troubleshooting	\$175.00
Midline Insertion (Includes Kit)	\$400.00
Port-a-Cath Access	\$200.00
Peripheral IV Insertion	\$125.00
PICC Line Insertion (Includes Kit)	\$500.00
PICC Line / Mid-Line Troubleshooting / Repair	\$125.00
PICC Line / Central Line / Mid-Line DC	\$200.00



## PHARMACEUTICAL PRODUCTS AND SERVICES AGREEMENT

This PHARMACEUTICAL PRODUCTS AND SERVICES AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 2025, (“Effective Date”) by and between Guardian Pharmacy of Madison, LLC, a Georgia limited liability company, d/b/a Guardian Pharmacy of Wisconsin, located at 3250 Kingsley Way, Madison, WI 53713 (“Pharmacy”) and Pine Valley Community Village, a Wisconsin municipal entity operated by the County of Richland (“Operator”). Pharmacy and Operator are referred to collectively as the “Parties” and individually as a “Party.”

### RECITALS

A. Pharmacy is qualified, licensed and capable of providing various pharmaceutical products and services to skilled nursing and other types of healthcare facilities and their residents.

B. Operator desires to contract with Pharmacy to provide pharmaceutical products and services to one or more healthcare facilities set forth on Exhibit A to the Agreement (each a “Facility”, collectively “Facilities”), and Pharmacy is willing to provide such pharmaceutical products and services to each Facility and its residents, pursuant to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### **1. Duties and Responsibilities of Pharmacy.**

1.1. *Pharmaceutical Products and Services.* Beginning on the service commencement date for each Facility as set forth on Exhibit A (“Service Commencement Date”) and ending on the last day of the Term with respect to such Facility, Pharmacy will provide to Operator the prescription and over-the-counter medications, whether oral, IV, topical or otherwise, and pharmacy supplies (“Pharmaceutical Products”) and related services (“Pharmaceutical Services”) pursuant to the order of the Facility resident’s attending physician or for the Facility’s account. Pharmacy Products and Pharmacy Services are collectively referred to herein as “Pharmaceutical Products and Services.” The period of time Operator receives Pharmaceutical Products and Services at a Facility is referred to herein as the “Service Period” for such Facility. Pharmacy will provide the Pharmaceutical Products and Services in accordance with all applicable federal, state and local laws and regulations that apply or relate to the supply or performance of the Pharmaceutical Products and Services.

1.2. *Pharmacy Consulting Services.* Upon the request of Operator, Pharmacy will provide the pharmacy consulting services described on Exhibit B (collectively, the “Consulting Services”) during the Service Period in addition to the Pharmaceutical Products and Services. The terms of this agreement are neither contingent on nor based on Facility's selection of a particular provider of consultant pharmacist services.

1.3. Equipment. During the Service Period for each Facility, Pharmacy will make available to Operator for Operator's use at such Facility certain equipment ("Pharmacy Equipment") necessary for the provision of Pharmaceutical Products and Services during the term of this Agreement, as set forth in Exhibit A. Facility will use the Pharmacy Equipment only for Pharmacy-related business and to facilitate and support the provision of Pharmaceutical Products and Services, or Operator will pay Pharmacy the fair market value rental rate for the Pharmacy Equipment for all other uses of the Pharmacy Equipment. All Pharmacy Equipment will remain the property of Pharmacy, and Operator must return the Pharmacy Equipment upon the termination of this Agreement. Pharmacy will, at its expense, be responsible for ongoing maintenance and repairs to the Pharmacy Equipment during the Service Period unless the need for such maintenance, repair or replacement is due to Operator's misuse or loss of such Pharmacy Equipment. In such event, the expense for maintenance, repair or replacement will be incurred solely by Operator. Operator shall be responsible for the cost of operating supplies for the Pharmacy Equipment, including, but not limited to, telephone lines, paper, ink and toner cartridges, if applicable. Pharmacy and Operator will work cooperatively to train Facility staff on the proper and appropriate use of Pharmacy Equipment.

1.4. Records. If requested by Operator, Pharmacy will use a computerized medical record system for managing resident information, physician orders, and medication administration records (MAR) during the Service Period. The terms of Exhibit D will govern the Parties' use of eMAR.

1.5. Emergency Drug Supply. During the Service Period for each Facility, if permitted by applicable law and requested by Operator, Pharmacy will provide, maintain and replenish, in a prompt and timely manner, an emergency drug supply (the "Emergency Supply"). The Emergency Supply will be the property of Pharmacy as prescribed by applicable law. All withdrawals from the Emergency Supply by Operator's personnel will be pursuant to a valid physician order in compliance with applicable law. Pharmacy shall provide any Pharmaceutical Product needed on an emergency basis as promptly as is reasonably practicable. In the event Pharmacy is unable to furnish a Pharmaceutical Product ordered on an emergency basis in a reasonably prompt manner, Pharmacy will use commercially reasonable efforts to determine whether another pharmacy provider is capable of providing such product more promptly than Pharmacy. If so, Pharmacy will make arrangements with such other pharmacy provider to provide such Pharmaceutical Product to Operator. Pharmacy will notify Operator of any such arrangement.

1.6. Delivery. Pharmacy will provide delivery services to each serviced Facility during Pharmacy's regular business hours, except for circumstances and conditions beyond its control, which will include situations where Pharmacy's manufacturer or supplier is unable to provide the required item and Pharmacy is unable to provide an acceptable alternative. Pharmacy will use its best efforts to provide Pharmaceutical Products and Services needed on an emergency basis. The parties may agree in writing to other hours of delivery. Actual frequency of delivery for IV products will be determined by resident acuity and drug stability. In the event Pharmacy cannot furnish an ordered medication on a prompt and timely basis, Pharmacy will make arrangements with another pharmacy supplier to provide such products or service(s) to Operator.

1.7. Insurance Denials. Pharmacy will provide notification of all Medicare Part D or third-party insurance denials or denied prior authorizations to Operator.



## **2. Duties and Responsibilities of Operator.**

2.1. Prescriptions and Refills. Operator will timely provide Pharmacy with copies of the prescription and/or medication orders for each new order for Pharmaceutical Products and Services. Additionally, Operator will provide Pharmacy with all refill orders no later than forty-eight (48) hours prior to the requested delivery, otherwise Operator will be charged a stat delivery fee. Operator will provide cycle refill authorizations and a resident census no later than forty-eight (48) hours after Pharmacy's request.

2.2. Controlled Substance Prescriptions. Operator will provide Pharmacy with the original, executed prescription for all Schedule II controlled substance prescriptions.

2.3. Space and Storage. Operator will provide and maintain such adequate space, equipment and supplies in accordance with industry practice as are required for Pharmacy to deliver or perform the Pharmaceutical Products and Services under this Agreement. Operator is responsible for the storage and safe handling of all Pharmacy Equipment, products and supplies at its Facilities.

2.4. Operations. Operator will be solely responsible for obtaining resident's or responsible party's signature on Pharmacy's then-current standard form of resident agreement. Operator agrees that it is and will remain solely responsible for direct care rendered to Facility's residents, for the provision of appropriate nursing services to its residents and for all activities necessary for the operation of Facility under applicable federal and state laws.

2.5. Billing Data and Reimbursement Status. Prior to the provision of any Pharmaceutical Products and Services to a resident of a Facility, Operator will provide Pharmacy with such information concerning such resident as Pharmacy requests, but at a minimum the resident's source of reimbursement; name and address of responsible party and/or guarantor of payment (Prescription Drug Plan or PDP), if applicable; and Medicare and Medicaid numbers. Operator will notify Pharmacy promptly of any changes in any resident's residency status (including any room changes or discharges), source of reimbursement or guarantor of payment. Immediately following admission, Operator will provide to Pharmacy the source of residents' third-party funds and resident/family resources for payment of Pharmaceutical Products and Services furnished by Pharmacy, including copies of insurance coverage; prescription plan, Medicare and Medicaid cards; or financial screens. If Operator fails to provide the information described in this Section in the time and manner indicated herein, then, notwithstanding any provision of this Agreement (including all exhibits) to the contrary, Pharmacy may bill Operator at the rates set forth on Exhibit C for such Pharmaceutical Products and Services. With respect to all residents whose Medicaid pharmacy coverage is pending, Pharmacy will bill the patient or the patient's guarantor, as applicable, directly for a period of sixty (60) days. After such sixty (60) day period, if the resident is not approved for Medicaid coverage, Operator must pay for Pharmaceutical Products and Services provided for that resident starting on the sixty-first (61<sup>st</sup>) day at the rates set forth on Exhibit C. To the extent that Medicaid coverage is obtained for that resident and is retroactive, then Pharmacy will refund to patient (or the patient's guarantor, as applicable) or Operator any payments received from the patient (or guarantor) or Operator for any Pharmaceutical Products and Services paid for pursuant to this Section.

2.6. Returns. Pharmacy will credit Operator the purchase price of any Pharmaceutical Product that is eligible for return to Pharmacy under federal and state laws and regulations, provided that such product has a minimum original purchase price ten dollars (\$10.00), excluding any initial dispensing fee, and that Pharmaceutical Products are returned within thirty (30) days after the date dispensed. No initial dispensing fee will be credited or included in the calculation of the final credit amount.

2.7. Pharmacy Documents. Operator will not reproduce or permit the reproduction of Pharmacy's documents, manuals or forms, or circulate such items to any individual or entity, except as necessary to ensure proper administration of the provision of Pharmaceutical Products and Services.

### **3. Billing and Fees.**

3.1. Charges to Operator. Pharmacy will provide monthly invoices to Operator. Pharmacy will bill Operator at the rates set forth on Exhibit C both for Pharmaceutical Products and Services ordered by Operator for its own account and for Pharmaceutical Products and Services which Operator is responsible for providing and paying for pursuant to the regulations and/or policies of the applicable payor, including with respect to residents whose care is covered by Medicare Part A or a Managed Care arrangement. Notwithstanding anything to the contrary in this Agreement, Pharmacy may charge, and Operator agrees to pay, not less than the state Medicaid rate utilizing NADAC plus the applicable state Medicaid dispensing fee, or the equivalent, as determined by Pharmacy, or the Pharmacy's cost, for all Pharmaceutical Products and Services. Any specialized services provided by Pharmacy not included in the scope of Pharmaceutical Products and Services described in Section 1.1 or Additional Services described in Section 1.2 are subject to additional charges. Operator agrees that Pharmacy will be the sole adjudicator of all private pay claims and all claims under this Section.

3.2. Payment Terms/Invoices. Notwithstanding Section 3.3, Operator will remit payment in full for any Pharmaceutical Products and Services obtained for its own account, or for any Pharmaceutical Products and Services for which Operator is financially responsible, within thirty (30) days of receipt of the invoice from Pharmacy. Any charge that is not paid in accordance with the foregoing sentence may not be disputed pursuant to Section 3.3. Operator is responsible for paying invoices in full regardless of Operator's ability to collect from any payment source, including Medicare or the Facility residents. If Operator fails to pay any invoice in full within thirty (30) days of receipt, then, unless any portion of the invoiced amount is disputed in accordance with Section 3.3 and the amount invoiced is finally determined to have been in error, Operator will be responsible for paying interest on the outstanding balance at the rate of 1.5% per month, provided that, interest will not be charged in excess of the amount permitted by applicable law.

3.3. Payment Disputes. Operator must notify Pharmacy in writing of any invoiced amount Operator disputes within sixty (60) days of the billing date on the invoice. Failure to provide notice within such period will constitute Operator's waiver of any right to dispute the invoiced amount. In the event of any dispute arising from any claim or bill submitted by Pharmacy, Operator will provide Pharmacy access to all reasonable and necessary documents and records that would support its claim. Further, where Operator is an intermediary in the processing of claims, Operator will promptly furnish to Pharmacy any information regarding the status of the claim and



will grant to any third-party agency involved the right to discuss the status of the claim with Pharmacy. If a dispute is resolved in favor of Operator with regard to a charge that has been paid by Operator, a credit will be issued as soon as is practicable.

3.4. Other Payors.

3.4.1 *Private Pay Residents.* Pharmacy will bill private pay residents directly.

3.4.2 *Medicare Part D Prescription Drug Plans and Private Third-Party Payors.* If a resident has valid coverage under Medicare Part D or a private insurance plan with a third-party payor, Pharmacy will bill the Prescription Drug Plan directly for all Pharmaceutical Products and Services provided to the resident for which Pharmacy may be reimbursed directly by the Prescription Drug Plan.

3.5. Certain Rebates From time to time, Pharmacy may obtain Medicare Part A rebates that relate to the Pharmaceutical Products and Services provided to Operator pursuant to this Agreement. To the extent compliant with the terms of any such rebate program and to the extent compliant with applicable federal and state laws, Pharmacy may provide to Operator some portion of those rebates. If Pharmacy provides some portion of those rebates to Operator, then Operator (directly or through Facility, and as applicable) shall fully and accurately report the rebate in the applicable cost report and provide information about the rebate to the Department of Health and Human Services and/or the State Medicaid agency upon request.

4. Books and Records.

4.1. Record-Keeping. Each of Pharmacy and Operator will maintain all books and records in sufficient detail and for such periods of time as are required by applicable federal and state regulations, including, in the case of Operator, all records for residents receiving Pharmaceutical Products and Services under this Agreement.

4.2. Access to Pharmacy Records. Pursuant to Section 1395X(v)(1)(I) of Title 42 of the United States Code and applicable rules and regulations thereunder, until the fourth (4<sup>th</sup>) anniversary of the expiration or termination date of this Agreement, Pharmacy will make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any applicable state agency or department, or any of their duly authorized representatives a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Pharmacy under this Agreement. In the event Pharmacy carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000.00 or more over any period of twelve (12) consecutive months, such subcontract will contain a clause identical to that contained in the first sentence of this Section.

4.3. Access to Operator Records. During the term of this Agreement and following the expiration or termination of this Agreement for any reason whatsoever, in accordance with applicable laws, Operator will make available to Pharmacy all resident records and other relevant information Pharmacy requests in connection with its obligations under this Agreement.

## 5. Term and Termination.

5.1. Term. The term of this Agreement will commence on the date first written above and, unless terminated earlier as provided in Section 5.2 or Section 5.3, will continue until the third (3<sup>rd</sup>) anniversary of such date (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for successive periods of one (1) year each (subject to earlier termination in accordance with Section 5.2 or Section 5.3, each, a "Renewal Term") unless one Party provides the other Party with written notice of its desire not to renew no later than sixty (60) days prior to expiration of the then-current term; provided, however, that upon any notice by Operator of its desire not to renew, this Agreement and Operator's obligations hereunder will remain in effect until it has paid all outstanding invoices and debts in full. The Initial Term and all Renewal Terms, if any, are referred to collectively in this Agreement as the "Term." Any Facility on the schedule set forth in Exhibit A receiving Pharmaceutical Products and Services from Pharmacy at the end of the Initial Term shall continue to receive such Pharmaceutical Products and Services during the Renewal Term, if any.

### 5.2. Breach of Material Obligation.

(a) In the event of a breach by either Party of any of its material obligations under this Agreement (which will include non-payment by Operator of any amount when due), the non-breaching Party may provide written notice of the breach and may terminate this Agreement immediately by delivery of written notice if, in the case of breaches other than non-payment, the breach is not cured within sixty (60) days or, in the case of a payment breach, the nonpayment is not cured within ten (10) days, in each case from receipt of written notice; provided, however, that Operator will have no right to terminate this Agreement as provided in this Section 5.2 unless it has paid in full all outstanding invoices and debts, and Operator's obligations under this Agreement will remain in effect until it has done so.

(b) In the event that Operator fails to pay any invoice on or prior to the due date, then, notwithstanding the right to cure provided in Section 5.2(a), Pharmacy, at its option with three (3) days' advance written notice to Operator, will have the right to (i) declare all of Pharmacy's outstanding invoices to Operator immediately due and payable in full and/or (ii) require Operator to pay on a C.O.D. or cash-in-advance basis for all Pharmaceutical Products and Services. In addition, Operator will reimburse Pharmacy for any and all costs and expenses that relate to its actions to collect any late payment from Operator, including costs of collection, attorneys' fees, legal expenses and any other associated amounts.

5.3. Other Terminations. Either Party will have the right to terminate this Agreement immediately in the event (i) any license, permit or approval required for the operation of the other Party's business cannot be obtained or is at any time revoked or suspended; (ii) the other Party ends all its business activities; (iii) the other Party files a petition for relief under applicable bankruptcy laws or makes any similar petition under the insolvency laws of any



jurisdiction; or (iv) the other Party has filed against it an involuntary petition in bankruptcy or similar request that is not dismissed within sixty (60) days after the date of the filing.

5.4. Obligations Upon Termination or Expiration.

(a) Expiration or termination of this Agreement shall not terminate or otherwise affect any rights or obligations of a Party that either expressly or by their nature survive Termination. The provisions of this Section and Sections 3.2, 4, 6, and 7 shall survive the expiration or termination of this Agreement. Upon any termination of this Agreement for any reason whatsoever, Operator will be entitled to cancel any order then outstanding and will pay only reasonable costs then incurred by Pharmacy.

(b) Operator acknowledges that after notice of termination has been given by either Party, for any reason whatsoever, and even if such notice is subject to revocation or cure, it is the sole duty of Operator to notify residents of the any affected Facility promptly of the termination and to arrange to provide alternative pharmaceutical products and services to residents of the Facility.

(c) Operator must return all Pharmacy Equipment, any manuals, handbooks or printed materials provided by Pharmacy upon termination of this Agreement.

6. Indemnification, Disclaimers, and Limitations of Liability.

6.1. Indemnification. Each Party will indemnify and hold harmless the other Party and its employees, officers, managers, directors, shareholders, members, and agents (the "Indemnitees") from and against all damages, expenses and liabilities (including reasonable attorneys' fees) ("Losses"), imposed upon or incurred by any Indemnatee arising out of any charge, claim, cause of action, suit, or other proceeding ("Claim") that arises or results from any breach by the other Party of, or negligence in performing, any of its obligations under this Agreement. Notwithstanding the foregoing, such other Party will not be responsible by indemnity or otherwise to the extent that any Loss is attributable to the negligence or willful misconduct of an Indemnatee or another not an agent or employee of the Party.

6.2. DISCLAIMER OF WARRANTIES. PHARMACY MAKES NO WARRANTIES WHATSOEVER HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PHARMACEUTICAL PRODUCTS PROVIDED HEREUNDER. OPERATOR AGREES TO RELY SOLELY UPON THE DESCRIPTIONS AND WARRANTIES CONTAINED ON THE PRODUCTS SOLD, RENTED OR PROVIDED PURSUANT HERETO AND TO ENFORCE ALL SUCH WARRANTIES SOLELY AGAINST THE MANUFACTURER OF SUCH PRODUCTS. OPERATOR ACKNOWLEDGES AND AGREES THAT PHARMACY IS NOT THE MANUFACTURER OF ANY PRODUCTS SOLD, RENTED OR PROVIDED PURSUANT TO THIS AGREEMENT.

6.3. Limitation on Liability. Except for the indemnification obligations set forth in this Agreement, Pharmacy's liability will in no event exceed the actual losses or damages caused by breach of this Agreement. In no event will Pharmacy be liable for indirect, special, incidental, consequential, exemplary or punitive damages or any damages for lost profits, however caused.

7. **Confidentiality.** “Confidential Information” shall include systems (electronic or manual), aggregated patient data, datasets and analysis of the data and datasets, methods, procedures and written materials employed by Pharmacy that Pharmacy derives actual or potential value from not being generally known to others, including the terms of this Agreement and any other manuals, documents and information specifically designated by a Pharmacy orally or in writing as confidential or which by its nature would reasonably be understood to be confidential or proprietary. “Confidential Information” does not include all or any portion of information which (i) becomes generally available to the public other than as a result of a disclosure by Operator, or (ii) or to the extent such disclosure is required by law, in which case Operator shall provide Pharmacy with a reasonable opportunity to review and comment before any such disclosure. Operator agrees that Pharmacy owns all Confidential Information and to use its best efforts to maintain the confidentiality of all Confidential Information and not to utilize, distribute, copy, disclose to any third party or otherwise employ or acquire Confidential Information unless prior written approval is obtained from Pharmacy, except its use in the performance of Operator’s obligations under this Agreement or otherwise required by law. Upon the termination or expiration of this Agreement, Operator shall cease use of the Confidential Information and destroy or return same to Pharmacy.

8. **Miscellaneous.**

8.1. **Representations and Warranties.**

(a) Each Party represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, (ii) it has full power, authority and legal right to execute, and perform its obligations under, this Agreement and (iii) the individual signing this Agreement has been duly authorized to do so on behalf of such Party. Operator represents and warrants that it is qualified to do business in the state(s) in which the Facilities are located (to the extent required by applicable laws) and shall ensure that it remains in good standing in the jurisdiction of its organization and qualified to do business in the state(s) in which the Facilities are located.

(b) Each Party represents and warrants that this Agreement constitutes a valid and binding obligation of such Party, and does not violate or conflict with such Party’s formation or governing documents or any applicable laws to which it is subject or by which it or any substantial part of its assets is bound or affected.

(c) Each Party represents and warrants that (i) it has obtained all approvals required for the execution of, and performance of its obligations under, this Agreement and (ii) this Agreement and such performance do not and will not conflict with, or constitute a default under, any agreement by which it or an affiliate or any of their respective assets is bound or affected.

8.2. **Independent Contractor.** In delivering or performing the Pharmaceutical Products and Services hereunder, Pharmacy will be acting as an independent contractor and not as the agent, partner or employee of Operator. This Agreement will not create or constitute a joint venture, partnership or other joint business relationship or employment arrangement between the parties. Neither Party has authority to bind the other to any third party or otherwise to act in any



way as the representative of the other. As an independent contractor, Pharmacy is not exclusively limited to performing or delivering Pharmacy Products or Services for Operator and is entitled to provide pharmaceutical and other products and services to persons other than Operator.

8.3. Insurance. Each Party will maintain during the Term professional and general liability insurance with coverage in such amounts as is required by law. Each Party will comply with state and federal requirements related to workers compensation. Each Party will provide proof of such insurance coverage and the effectiveness of related policies upon request of the other Party.

8.4. Notices. Except for purchase orders and invoices, which may be sent by facsimile transmission, electronic mail, or in such manner as the parties otherwise agree, no notice, report, demand, waiver, consent, or other communication required or permitted to be given by this Agreement will be deemed given to the Party to be notified unless in writing and sent by certified mail, return receipt requested, or internationally recognized courier (signature required) to such other Party's address as set forth below (or such other address as may be furnished hereunder), and will be deemed delivered upon receipt as indicated by the date on the signed receipt. If any notice is received after 5:00 p.m. on a business day where the addressee is located, or on a day that is not a business day where the addressee is located, then the notice will be deemed received at 9:00 a.m. on the next business day where the addressee is located. Notices will be addressed as follows:

If to Pharmacy:

3250 Kingsley Way  
Madison, WI 53713  
Attn: J. Michael Flint, President

with a copy to:

300 Galleria Parkway SE, Suite 800  
Atlanta, GA 30339  
Attn: General Counsel

If to Operator:

25951 Circle View Lane  
Richland Center, WI 53581

Either Party may change its address for purposes of this section by giving the other Party ten (10) days' prior written notice in accordance with this section.

8.5. Amendments and Waivers. This Agreement may be amended, modified or varied only by agreement in writing, duly executed by the Party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. The waiver of any breach of any term or condition of this Agreement will not be deemed to constitute the continuing waiver of the same or any other term or condition.

8.6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and each of their respective successors and permitted assigns. Operator agrees that it will be deemed to have jointly and severally assigned its obligations hereunder as to itself and to any entity related to Operator that directly or indirectly receives reimbursement from Medicare Part A related to the Pharmaceutical Products and Services. Upon the sale or disposition of the assets or operations of Facility to third party (a "Disposition"), Operator shall (i) provide Pharmacy no less than thirty (30) days advance written notice of the



closing of such Disposition and (ii) assign, and cause the assumption of, this Agreement by such third-party contemporaneously with the closing of such Disposition. Any failure of Operator to comply with this subsection shall constitute a material breach of this Agreement.

8.7. Civil Rights. Each of Pharmacy and Operator will comply with the Civil Rights Act of 1964, which prohibits discrimination based on race, sex, national origin, age, color or handicap.

8.8. Governing Law. This Agreement will be deemed to have been made in and its validity and interpretation will be governed by and construed under the laws of Georgia without regard to its conflicts-of-laws rules.

8.9. Jurisdiction. Any and all disputes arising under or related to the Agreement will be subject exclusively to the jurisdiction of the appropriate state court in Fulton County, Georgia or the U.S. District Court for the Northern District of Georgia.

8.10. TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ITS RIGHT TO TRIAL BY JURY OF ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

8.11. Material Change in Law. Notwithstanding anything to the contrary contained in this Agreement, in the event that any Medicare and/or Medicaid law, rule, regulation or payment policy, or any other applicable law or regulation, or any interpretation thereof, at any time, is modified, implemented, threatened to be implemented, or determined to prohibit, restrict or in any way materially change the terms of this Agreement, or by virtue of the existence of this Agreement has or will have a material adverse effect on either Party, then Pharmacy and Operator will negotiate in good faith to amend this Agreement in a manner consistent with such change and the intent of the parties.

8.12. Construction. The section headings and titles contained in this Agreement are each for reference only and will not be deemed to affect the meaning or interpretation of this Agreement. Each Party acknowledges that it has participated in the drafting and negotiation of this Agreement. Accordingly, any rule of construction which construes this Agreement against the drafting party shall have no application in the interpretation and enforcement of this Agreement.

8.13. Entire Agreement. This Agreement and its exhibits embody the entire agreement between the parties relating to the subject matter hereof and supersede any and all other discussions, understandings, and agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement. This Agreement may only be amended and supplemented in a writing signed by an executive officer of each Party expressly providing for such modification.

8.14. Severability. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect and enforceable, unless such limitation or elimination would deprive either Party of the substantial value of its bargain.

8.15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed and delivered will be deemed to be an original and all of which counterparts, taken together, will constitute one and the same instrument.

8.16. Force Majeure. If either Party fails to perform its obligations hereunder (except for the obligation to pay money) because of strikes, accidents, acts of God, weather conditions, or action or inaction of any government body or other proper authority or other causes beyond its reasonable control, then such failure to perform will not be deemed a default hereunder and will be excused without penalty until such time as said Party is capable of performing.

8.17. Non-Solicitation. During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, Operator will not, directly or indirectly, for Operator or on behalf of any other person or business entity, solicit, recruit, entice or persuade any employee of Pharmacy who was assigned by Pharmacy to perform this Agreement on behalf of Pharmacy to leave the employ of Pharmacy. This section will not prohibit general public employment solicitations or negotiations of terms of employment with an individual who first approaches Operator.

8.18. HIPAA. In performing their respective obligations under this Agreement, the parties will, and will cause their respective affiliates, business associates and subcontractors to, comply in all material respects with the Health Insurance Portability and Accountability Act and its implementing regulations (including, without limitation, the privacy regulations adopted at 45 C.F.R. Parts 160 and 164 and the code set regulations adopted at 45 C.F.R. Parts 160 and 162), as they may be amended from time to time, (collectively referred to as "HIPAA") as modified by the Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009, and all applicable state laws governing the privacy or confidentiality of residents' health information.

***[SIGNATURES APPEAR ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

**PHARMACY:**

GUARDIAN PHARMACY OF MADISON, LLC

By: \_\_\_\_\_

Name: J. Michael Flint

Title: President

**OPERATOR:**

PINE VALLEY COMMUNITY VILLAGE,  
a Wisconsin municipal entity operated by the County of Richland

By: \_\_\_\_\_

Name:

Title:

*[Signatures to Pharmaceutical Products and Services Agreement]*

**EXHIBIT A**

**SERVICED FACILITIES AND  
PHARMACY EQUIPMENT**

<b>Facility Name and Address</b>	<b>Service Commencement Date</b>	<b>Pharmacy Equipment</b>
<i>Pine Valley Community Village (SNF &amp; ALF)</i> 25951 Circle View Ln. Richland Center, WI 53581	September 1, 2025	5 Med Carts 1 StatSafe



## EXHIBIT B

### PHARMACY CONSULTING SERVICES

1. Policies and Procedures. Pharmacy will consult on all aspects of pharmacy services in the Facility. Pharmacy will assist Operator in the development and maintenance of policies and procedures for pharmacy administration including ordering, receiving, dispensing, disposing of and record keeping for medications. Pharmacy and Operator will develop a system of records of receipt and disposition of all controlled drugs in sufficient detail to enable an accurate reconciliation. Pharmacy will review drug records to determine if such drug records are in order and that an account of all controlled drugs is maintained and periodically reconciled. Operator acknowledges that it is solely responsible for the development and maintenance of, and adherence to, all such policies and procedures.

2. Requirements. Pharmacy will provide pharmacy consulting services in conjunction with Operator's duties under applicable law. Such duties may include, as applicable, monthly inspections of each of each Facility's nursing stations, the drug storage area, and medical records to monitor compliance with pharmacy policies and procedures and state and federal regulations; the provision of a written report regarding the inspections and on the results of the drug regimen review, noting any irregularities or other areas of concern.

3. Labeling, Handling, Storage and Distribution. Pharmacy will assist Operator in complying with the federal and state regulations regarding drug labeling, handling, storage and distribution.

4. Programs. Pharmacy may provide in-service programs related to pharmacy consulting services.

5. Quality Assurance Meetings. Pharmacy will participate in regularly scheduled quarterly quality assurance meetings with Operator's staff at each Facility to review issues regarding pharmacy procedures.

6. Facility Support. Operator will make available at each Facility such personnel reasonably necessary to support the consultant pharmacist in performance of the pharmacy consulting services.

7. Standards for Consulting Pharmacist Services. The parties intend that their contractual relationship will be compliant in all manners with applicable federal and state laws, including, but not limited to, the Federal Anti-Kickback Statute. Accordingly, they agree to the following terms, which are hereby incorporated into the Agreement by reference for all purposes:

- a. Pharmacy will provide or arrange for, and Operator will pay for, consulting pharmacist services only on terms that account for Pharmacy's costs to do so, and never below those costs.
- b. All arrangements for consulting pharmacist services will be established without regard to any referrals.
- c. Pharmacy will not provide consulting pharmacists with any information about its costs or margins regarding any particular drugs, to ensure that consulting pharmacist recommendations regarding any particular drugs are not inappropriately influenced.
- d. Neither Pharmacy nor Operator will offer, solicit, pay, or receive any remuneration (anything of value) intended to induce referrals of any patient or the purchasing or

ordering of any item or service that may be reimbursed, in whole or in part, under a Federal Health Care Program, such as Medicare or Medicaid.

- e. The parties will take measures to ensure that all prescribing decisions are based on the best interests of each specific resident. Any drug switches may only be made upon authorization of the prescribing physician, medical director or other appropriate and duly licensed prescriber.
- f. The parties will monitor drug records for patterns that could indicate inappropriate drug switching or steering.
- g. Nothing in this Addendum will prohibit arrangements that comply with one or more of the Anti-Kickback Statute Safe Harbors.
- h. The parties will train their personnel on the prohibition against offering, soliciting, paying, or receiving anything of value from a pharmacy or a pharmacist to influence the choice of drug or to switch a resident from one drug to another.

8. Drug Regimen Review. Pharmacy (through a licensed pharmacist) will review the drug regimen of each resident as required by rules and regulations promulgated by the Center for Medicare and Medicaid Services. This review must include a review of the resident's medical chart. The Pharmacy must report any irregularities to the attending physician and the Facility's medical director and director of nursing; these reports must include the order or use of any "unnecessary drug" as defined in 42 C.F.R. 483.45. The Facility must develop and maintain policies and procedures for the monthly drug regimen review that include, but are not limited to, time frames for the different steps in the process and steps the licensed pharmacist must take when he or she identifies an irregularity that requires urgent action to protect the resident; Pharmacy agrees to cooperate with all reasonable policies in this regard.

**PHARMACY:**

GUARDIAN PHARMACY OF  
MADISON, LLC

By: \_\_\_\_\_  
Name: J. Michael Flint  
Title: President

**OPERATOR:**

PINES VALLEY COMMUNITY VILLAGE,  
a Wisconsin municipal entity operated by the  
County of Richland

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT C

### PHARMACEUTICAL PRODUCTS AND SERVICES PRICING FOR ORALS AND TOPICALS (AWP pricing based on Medi-Span®)

Product/Service	Provider Charge*
Rx Oral/Topical Medications billed to Facility	Brand Contract Rate– (AWP – 10% + \$5.95)
	Generic Contract Rate – (AWP – 75% + \$ 5.95)
OTC medications billed to Facility (Resident Specific Packaging)	Cost + 25% + \$3.99
OTC medications billed to Facility (House Stock)	House Stock – (Acquisition Cost plus 15%)
Emergency box utilization* *Subtracted from existing fill when possible to avoid charge	Brand – (AWP – 10% + \$5.95) Generics - (AWP – 75% + \$ 5.95)
Returns (where allowed by state)	Returned medications will receive credit for drug cost less dispensing fee where the returned value less dispensing fee is greater than \$10.00.
Replace lost medication billed to Facility	Brand – (AWP – 10% + \$5.95) Generics - (AWP – 75% + \$ 5.95)
Lost Keys	\$20.00 per key
All TPN and IV Products (including pump rentals and supplies)	Pass-through cost from third-party provider
Repacking	\$11.00 per prescription per month

\* Notwithstanding the above, in no event will the rate for a specific medication be less than the Pharmacy's cost of that medication or below the state Medicaid rate utilizing NADAC plus the applicable state Medicaid dispensing fee, or the equivalent, as determined by Pharmacy.

\* Generic products that are available from only one manufacturer and such manufacturer shall be considered to have marked exclusivity on said drug shall be priced using brand product pricing formula until such time there are multiple generic drug manufacturers for the same product with national distribution. All FDA-approved biosimilar products will be priced using brand product pricing.

### Professional Services Pricing

Professional Services	Charge*
Consultant Pharmacist Services	\$9.50/bed/month (for SNF and ALF)
Additional Pharmacy Consulting Services	\$75.00 per hour
Medication Administration Records (MAR)/eMAR	Operator will be billed directly by eMAR Vendor

\*additional services billed per hourly fee schedule



## EXHIBIT D

### **eMAR SERVICES**

The Parties intend to use an electronic operating system to provide medication administration record services ("eMAR Services") as described in more detail below.

1. eMAR Services. The eMAR Services are intended to assist in the efficient and timely provision of Pharmaceutical Products and Services to residents (as defined below), provide the Parties with access to updated resident information, such as resident medical condition(s), drug allergies, and medication administration, and enhance communication between Operator and Pharmacy. The use of the eMAR Services is intended to improve resident care and outcomes by assisting Pharmacy in the safe dispensing of prescription medications and Operator in their safe distribution and administration.

2. eMAR Vendor. In order to utilize eMAR Services, the Parties will utilize the services of a third-party eMAR vendor, which will create an electronic bridge between Operator's and Pharmacy's operating systems. The Parties have identified **MatrixCare** as such a third-party eMAR vendor (the "eMAR Vendor").

3. Fees. Operator will be billed directly by eMAR vendor.

4. Equipment. Operator shall purchase or rent, as applicable, and maintain all hardware and software necessary for the operation of the eMAR Vendor's system. Operator shall be solely responsible for providing or obtaining technical support for the hardware and software. Operator shall purchase and maintain commercial quality, redundant Internet connectivity. Operator acknowledges that such hardware, software and Internet connectivity are necessary for the eMAR Vendor's system to function properly.

5. Training. Operator shall designate personnel to operate the eMAR Vendor's system and promptly notify Pharmacy of changes in such personnel. Operator shall ensure such personnel are adequately trained and proficient in the use of the eMAR Vendor's system.

6. Records Maintenance. Operator shall update and maintain all patient records in its eMAR system in sufficient detail and for such periods of time as are required by applicable federal and state regulations.



7. Standards for eMAR Services. Pharmacy's use of eMAR Services is available to Operator regardless of the number of prescriptions or other services it receives or expects to receive from residents. Operator's use of eMAR Services is not a condition of Pharmacy doing business with Operator. Specifically, Operator will allow Pharmacy to provide Pharmaceutical Products and Services to residents in accordance with this Agreement even if Operator elects not to utilize eMAR Services in connection with the Agreement.

**PHARMACY:**

GUARDIAN PHARMACY OF  
MADISON, LLC

By: \_\_\_\_\_  
Name: J. Michael Flint  
Title: President

**OPERATOR:**

PINES VALLEY COMMUNITY VILLAGE,  
a Wisconsin municipal entity operated by the  
County of Richland

By: \_\_\_\_\_  
Name:  
Title:

## PHARMACY SERVICES AGREEMENT

**THIS PHARMACY SERVICES AGREEMENT**, made this [REDACTED] day of [REDACTED], 2023, by and between HEALTHDIRECT INSTITUTIONAL PHARMACY SERVICES INC., a New York corporation having its principal place of business located at 29 East Main Street, Gouverneur, New York 13642 (hereinafter referred to as "HDIPS"), and [REDACTED], having its principal place of business located at [REDACTED] (hereinafter referred to as the "Operator").

### WITNESSETH:

**WHEREAS**, HDIPS is in the business of providing prescription drugs and medications and other health-related products and services; and

**WHEREAS**, Operator is the operator of a nursing home facility commonly known as the [REDACTED] located at the [REDACTED] (the "Facility") and desires that HDIPS provide professional pharmacy services to the residents of the Facility.

**NOW, THEREFORE**, it is hereby agreed between the parties hereto as follows:

1. **HDIPS's Responsibilities.**

(a) HDIPS will establish and maintain a pharmacy services system to provide residents of the Facility with prescription drugs and over-the-counter medications and other health related products and services, formulary management services, and administration of pharmacy prescription benefits. (the "Services"). All medications shall be supplied in hermetically sealed blister packages when physically possible. Prescription drugs will be dispensed in the generic form unless the prescription indicates "dispense as written."

(b) HDIPS will deliver prescription drugs and over-the-counter medications to the Facility pursuant to properly completed and signed physician's prescriptions. HDIPS will provide delivery service once per day Monday through Saturday and as needed on Sunday. HDIPS will also provide emergency delivery service when requested by the Operator. In the event HDIPS cannot furnish an ordered medication in a prompt and timely manner, HDIPS shall make arrangements with another pharmacy supplier to provide such service to the Facility.

(c) HDIPS will fill prescriptions with the highest quality generic or brand name drugs available and will adhere to any such additional performance standards as HDIPS and the Facility shall mutually agree to in writing. HDIPS is responsible for obtaining and maintaining necessary licensure and compliance with applicable federal, state and local laws, rules and regulations to perform pharmacy services under this Agreement. HDIPS shall exercise its sole discretion concerning questions of professional pharmacy practice arising in connection with its performance under this Agreement.

(d) HDIPS shall make available to Facility the medication carts and related equipment necessary for effective utilization of HDIPS's medication distribution system (the "HDIPS Equipment"). HDIPS shall, at its expense, be responsible for ongoing maintenance and repairs to the HDIPS Equipment unless the need for such maintenance and repair is due to the Operator's abuse of the HDIPS Equipment. In such event, the expense for maintenance and repairs shall be borne by the Operator. HDIPS shall retain ownership of the HDIPS Equipment, including, but not limited to, medication carts, fax machines, policy and procedures manuals and emergency drug boxes. HDIPS shall obtain and maintain, at its own cost, the necessary insurance coverage for the HDIPS Equipment and supplies and maintain insurance against all risks of loss or damage from every cause whatsoever so that Facility is not responsible as a co-insurer or otherwise.

2. **Billing.**

(a) If a resident has valid coverage under Medicare Part D or a private insurance plan with a third-party payor, HDIPS will bill payor directly for all Services provided to such residents. HDIPS will bill Operator directly, and Operator shall pay HDIPS at the rates set forth on Addendum A, for all Services for which HDIPS is not reimbursed directly by such payor, including plans or programs that provide for per diem or other capitated amounts for prescription drug services provided to residents of the Facility.

(b) Upon Operator's request, HDIPS shall bill residents directly for private pay services (at HDIPS's usual and customary rates). In the event that HDIPS has not received payment from such resident(s) within ninety (90) days following the date of the invoice sent to the resident, HDIPS shall bill Operator and Operator shall pay HDIPS for such private pay services at the rates set forth in Addendum A.

(c) If a resident has valid coverage under the applicable state Medicaid program, HDIPS shall bill Medicaid directly for all Services provided to the resident for which HDIPS may be reimbursed directly by Medicaid. HDIPS shall bill Operator directly, and Operator shall pay HDIPS at the rates set forth on Addendum A, for all Services for which HDIPS was denied reimbursement by Medicaid.

(d) HDIPS pricing for Services includes all discounts, rebates and price concessions that HDIPS receives through group purchasing organizations, wholesalers, vendors, pharmacy benefit managers for services rendered, including formulary management and benefit administrative services. HDIPS pricing for Services takes into account negotiated cost reductions, price concessions, rebates, and other price concessions from third parties, including formulary management and benefit administration services. HDIPS pricing is not subject to discount or offset by manufacturer rebates or other discounts.

(e) Any specialized services provided by HDIPS not included in the scope of services stipulated herein are subject to additional charges, which shall be agreed upon in advance in writing by both parties.



3. **Payment Terms.** HDIPS will bill the Operator monthly for all Services obtained for its own account and for any Services for which Operator is responsible under the terms of this Agreement. The Operator shall remit payment within thirty (30) days of the statement date. A late fee of 1 ½ percent per month shall be charged on all past-due balances past thirty (30) days.

4. **Term.** This Agreement shall become effective on the date hereof. HDIPS shall commence providing services hereunder on or about [REDACTED], 2025 and this Agreement shall remain in effect for a period of one (1) year from said date. The term of this Agreement shall automatically renew for successive one (1) year periods unless terminated by either party sixty (60) days prior to the then-ending term, provided that no notice of non-renewal or termination of this Agreement by Operator will be valid unless Operator is current in its payments to HDIPS.

5. **Duty and Responsibilities of the Operator.**

(a) Operator agrees to provide and maintain adequate space, equipment and supplies, in accordance with industry practice, required for HDIPS to perform the Services.

(b) Operator agrees that it is and will remain solely responsible for direct care rendered to Facility's residents, for the provision of skilled nursing services to its residents, including all direct and indirect IV nursing care and for all activities necessary for the operation of the Facility under applicable federal and state laws.

(c) Operator agrees that HDIPS shall be the sole and exclusive provider of Services to the Facility and its residents during the terms of this Agreement unless otherwise required by law.

(d) Operator shall provide to HDIPS, in a format provided by HDIPS, on a weekly basis, the following resident billing information: resident name; Medicare and/or Medicaid numbers; physician names; resident billing address; resident phone number; and resident insurance information. Upon request, Operator shall provide such other information as HDIPS may require so HDIPS may bill for the services provided in a timely and accurate manner. In the event that such information is not provided, Operator shall be responsible for payment for such services. Once proper information is provided and HDIPS is paid by resident or by resident's third-party insurance, Operator shall be credited for any amounts previously paid by Operator.

6. **Early Termination.**

(a) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated upon the following:

(i) By HDIPS, upon the failure of the Operator to pay the amounts due hereunder on the due date as described in Section 3 of this Agreement and such failure is not cured within seven (7) days. In such event, the Operator understands that it shall be fully responsible for finding alternative sources of prescription drugs for its residents and will hold HDIPS harmless from any losses relating to a delay in Facility's residents receiving their medications.



(ii) If either party fails to perform a material obligation under the terms of this Agreement (except as to a failure to pay, which shall be governed by Section 3), and any such default or failure is not remedied within thirty (30) days after notice containing specific information regarding the circumstances which gave rise to such notice. In the event that, within said thirty (30) day period, such default or failure is not remedied or steps taken that will achieve such remedy within a reasonable amount of time, then, in such event, the party which has delivered such initial notice shall have the right to terminate this Agreement by written notice to the other party, whereupon this Agreement shall be deemed terminated provided that no notice of termination from Operator shall be valid unless Operator is current in its payments to HDIPS.

(iii) By HDIPS, upon the filing of a voluntary petition in Bankruptcy or petition for reorganization under any bankruptcy law by Operator; the consent to any involuntary petition in bankruptcy by Operator; or the entering of any order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Operator as bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of Operator's assets.

(b) Termination or expiration of this Agreement will not affect the rights and obligations of the parties arising out of any Services performed prior to the effective date of such termination.

(c) Operator acknowledges that after notice of termination has been given by either party, for any reason whatsoever, it is the sole duty of Operator to promptly notify residents of the Facility of the termination and to arrange to provide alternative products and services to residents of the Facility without interruption of medically necessary services. Operator agrees to indemnify HDIPS from any injury or damage that may result to any person or property by or from any act or omission by Operator in connection with its responsibilities under this Section 7(c).

(d) If this Agreement is wrongfully terminated by Operator prior to the expiration of the Term or any extension or renewal term, then HDIPS shall be entitled to recover immediately, as liquidated damages and not as a penalty, an amount equal to the average monthly billing (based on the invoices issued by HDIPS for Services rendered during the previous twelve (12) months, or since the first date of Services, if less) multiplied by the number of months or fraction thereof remaining in the term of this Agreement.

## **7. Compliance with Laws.**

(a) HDIPS, the Facility and the Operator will comply with all applicable statutes, laws, codes, rules and regulations of the state, federal and local governments as they apply to each party's performance hereunder. Notwithstanding any other provisions in this Agreement, the Operator shall at all times be responsible for ensuring that any services provided under this Agreement at the Facility comply with all applicable provisions of federal, state and local statutes, laws, rules and regulations.

(b) Neither the Operator nor HDIPS will discriminate against anyone in the performance of this Agreement because of race, sex, color, creed, blindness, sponsorship or any other impermissible basis prohibited by law.

8. **Indemnification.** Each party agrees to indemnify and hold the other harmless from and against any and all demands, claims, losses, damages, suits, cause of action, judgments, costs and expenses of defense and costs and expenses arising out of or related to the other's negligence or breach of this Agreement. Both parties agree to obtain, pay for and maintain during the term of this Agreement claims made-based professional malpractice insurance in an amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and each shall provide to the other a certificate of insurance showing such coverage to be in effect upon the execution of this Agreement and at any time upon the request of the other.

9. **Access.** Facility, provided same is permitted by all applicable laws, codes, rules and regulations, shall give HDIPS reasonable access to physician orders, resident medication records, facilities and supplies necessary for the performance of HDIPS's duties hereunder. HDIPS agrees that it will furnish to Facility, upon request, information related to MDS sheets and the drugs and supplies furnished to residents of the Facility. HDIPS agrees to use its reasonable best efforts to identify the Medicare drug plan in which Facility's residents are enrolled and to educate Facility's employees and residents on which plan more appropriately meets each resident's prescription drug needs.

10. **Confidentiality.** HDIPS and the Facility each agree to take all actions reasonably necessary to ensure that HIPAA compliance is maintained and all confidential or proprietary information relating to the residents of the Facility and the business of the parties which may be acquired by the parties by virtue of this Agreement not be disclosed to any person or entity or used for any purpose other than as provided in this Agreement without the prior written consent of the other party. HDIPS also agrees to enter into a HIPAA Business Associate Agreement attached hereto as Addendum B. The foregoing, however, shall not apply to:

(a) Information provided to government agencies or third-party payors as required by law or consented to by the Operator;

(b) Information furnished to other health care providers involved in the care of residents of the Facility; or

(c) Information which is lawfully disclosed to such party by a third party.

11. **Inability to Perform.** The obligations of either party to perform under this Agreement (other than the payment of money) shall be excused during any period of delay in the performance of such obligation caused by matters such as strikes, acts of God, shortages of raw materials or power, government action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the party to control for as long as such matter remains out of the party's reasonable control.



12. **Relationship Between Parties.** It is understood and agreed by the parties that HDIPS shall at all times act only as an independent contractor to the Operator. HDIPS and its employees are not entitled to any employee benefits of any kind offered by the Operator to Facility's employees, including, but not limited to, workers' compensation.

Neither party hereto shall be deemed, expressly or by implication, to be the agent or employee of the other party for any purpose whatsoever, and neither party hereto shall have the right to represent the other party in any manner whatsoever, nor to bind the other party to any obligation, contract, document, performance or course of dealing.

13. **Assignment.** This Agreement may be assigned by either party without the written consent of the other party.

14. **Successors and Assignments.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any sale, lease, assignment or transfer of all or any portion of Operator's or HDIPS's operations, facilities, assets or business to any other person, corporation or entity, will not constitute grounds for the termination or any modification of this Agreement by Operator or HDIPS.

15. **Notices.** All notices required or permitted to be given by this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested to the address for the other party first above written. Notices shall be deemed to have been received on the date documented by the United States Postal Service, except that a notice of change of address shall only be effective upon receipt by the other party.

16. **Invalidity.** If any part of this Agreement is found invalid, the remainder of this Agreement will remain valid and enforceable.

17. **Waiver.** Neither the waiver by any party hereto of any breach of or default under any of the provisions of this Agreement, nor the failure of any of the parties to enforce any of the provisions of this Agreement or to exercise any right hereunder shall hereafter be construed as a waiver of any subsequent breach or default, or as a waiver of any such rights or privileges hereunder.

18. **Severability.** If any provision of this Agreement shall be found invalid by a court of competent jurisdiction, such findings shall not affect the validity of the other provisions of this Agreement and the invalid provisions shall be deemed to have been severed herefrom.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of law provisions and venue shall be in \_\_\_\_\_ County. No provision of this Agreement shall be applied or construed in any manner inconsistent with applicable federal and state laws and regulations.

20. **Use of Name.** Neither party may use the name of the other in marketing or promotion without the express written permission of the other party.



21. **Books and Records.** Pursuant to Section 1395X(v)(1)(I) of Title 42 of the United States Code and applicable rules and regulations thereunder, until the expiration of four (4) years after the termination or expiration of this Agreement, HDIPS shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services; the Comptroller General of the United States Accounting Office; or the applicable state agencies or departments, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by HDIPS under this Agreement. HDIPS further agrees that in the event it carries out any of its duties under this Agreement through a subcontract with 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 identical to that contained in the first sentence of this Section.

22. **Entire Agreement.** This Agreement sets forth all promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior or contemporaneous agreements, oral or written, except as herein contained. This Agreement may not be modified other than by an agreement in writing signed by each of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

HEALTHDIRECT INSTITUTIONAL  
PHARMACY SERVICES, INC.

By: \_\_\_\_\_  
Name: Matthew J. Zirpoli  
Title: Director of Business Development  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

**Addendum A**

Operator:

1. **Pharmacy Supplies and Services:** HDIPS shall supply pharmaceutical products and other supplies to Operator at a price of:

Medicare A, Medicaid/Med D Non-Covered items:

Brand & Single Source Generic: WAC + \$2.45

Generic: HDRX MAC + \$2.45

OTC: Brand, Single Source OTC: ACQ + 10% + \$1.49

Generic, Multi Source OTC: ACQ + 20% + \$1.49

Operator House Stock/Supplies (typically items dispensed in bulk quantities):

Brand, Single Source Generic: ACQ + 10% + \$1.49

Generic, Multi Source: ACQ + 20% + \$1.49

(Operator acknowledges that in the event the third-party source of price information utilized by HDIPS does not maintain a price (e.g. AWP, WAC, etc.) for a particular medication or supply, the amount shall be determined by HDIPS and cost will not exceed HDIPS acquisition cost plus 10 percent.)

HDIPS shall, in connection with such Pharmacy Supplies and Services:

- 1.1 Label all medications in accordance with local, state, and federal laws, rules, and regulations;
- 1.2 Maintain drug profiles on each resident in Facility;
- 1.3 Provide drug information and consultation to Operator's licensed professional staff regarding such supplies and services ordered; and
- 1.4 Furnish and replenish, on a regular basis, an emergency and interim medication supply, the composition of which shall comply with federal and state regulations, and be mutually agreed upon in writing by HDIPS and Operator. Operator shall assist HDIPS in its efforts to allocate inventory removed from the interim supply to individual residents, and Operator agrees to pay HDIPS directly for contents which cannot be so allocated.

2. **IV Therapy Supplies and Services:** For IV Therapy Supplies and Services including compounding, IV solution, electrolytes, heparin, saline flushes, pump, administration sets, with filters and IV start kits, Operator shall pay the following fees:

- **Hydration:** AWP + \$12 per day/per resident
- **Antibiotic/Pain Management:**
  - Brand & Single Source Generics: AWP – 12%
  - Generics: AWP – 25%
  - IV Supplies: AAC + 15%
- **TPN** (standard formula includes dextrose, AA, electrolytes, TE's lipids):
  - Up to an including 1 liter (1000ml) - \$110.00 per day/per resident



- Two liter (1001ml – 2000ml) - \$120.00 per day/per resident
- Three liter (greater than 2000ml) - \$140.00 per day/per resident
- TPN Additives (i.e. Zantac, Pepcid, MVI, etc.): per facility pricing above
- **Other IV Therapy:** The per day/per resident fee to be agreed upon by Operator and HDIPS prior to pharmacy dispensing the item.
- **Line Maintenance Fee:** \$22.00 per day/per resident
- **Supplies Only Fee:** \$22.00 per day/per resident
- **IV Equipment:**
  - Pharmacy shall provide one IV pump on-site, if required (no additional charge).
  - Pharmacy shall provide one IV pump per dispensed IV; the Facility shall pay a rate of Five Dollars (\$5.00) per day for this IV pump.

In connection with such IV Therapy Supplies and Services:

- 2.1 HDIPS may make available to Operator those IV therapy equipment and supply items Operator wishes to stock on the premises, at prices which will be agreed upon in advance by HDIPS and Operator. HDIPS will assure that there is at all times adequate supplies necessary to provide complete and appropriate IV therapy services to Operator's residents; and
  - 2.2 Operator shall provide adequate and appropriately trained staff, including but not limited to nurses, qualified to furnish specialized IV therapy to residents of Operator. If Operator staff requires specialized training, refresher courses, or continuing education to develop or update their skills, Operator shall arrange for or provide this specialized training. HDIPS shall bill Operator directly for clinical education and professional services.
3. **Routine Consulting Services:** For Routine Consulting Services, Operator shall pay a monthly rate which is equal to **Six Dollars and 25/100 (\$6.25)** multiplied by the number of occupied beds as reflected by the number of resident charts reviewed by the pharmacist during the monthly visit. HDIPS shall provide the following consulting services, which collectively shall be the "Routine Consulting Services":
- 3.1 Review the records for receipt and disposition of controlled drugs and the maintenance of such records;
  - 3.2 Review the drug regimen of each resident of Operator on a monthly basis and report any irregularity to Operator's administration, the resident's physician and/or the resident's responsible party, if and when appropriate and necessary;
  - 3.3 Provide, upon request, assistance to Operator with the implementation of HDIPS' pharmacy's policies and procedures;
  - 3.4 Work with Operator's staff to ensure that inspections are done of each nursing station, its related drug storage area, and resident health records;
  - 3.5 Ensure the proper labeling of all Pharmaceutical Supplies and that labeling is based on currently accepted professional standards and includes the appropriate accessory and cautionary instructions as well as the expiration date, when applicable;



- 3.6 Provide written reports to Operator regarding the status of Operator's pharmaceutical services and staff performance on monthly basis; and
- 3.7 Perform all other responsibilities required of a pharmacy consultant as set forth by applicable local, state or federal laws and regulations.
- 3.8 Make an HDIPS representative available for attendance at Operator's quarterly quality assurance committee meetings that relate to HDIPS services with reasonable prior notice and during regularly scheduled visits with Operator.

4. **Non-Routine Consulting Services:** HDIPS shall provide to Operator, at Operator's request, pharmacy-related consulting services other than the Routine Consulting Services ("Non-Routine Consulting Services"); provided that such Non-Routine Consulting Services are within HDIPS knowledge and expertise. For Non-Routine Consultant Services, which would be services agreed upon by Operator and HDIPS, Operator shall pay HDIPS an hourly rate of \$75.00/hour.

5. **Nurse Department Consulting Services:** HDIPS shall provide nursing services to Operator as agreed to by HDIPS and Operator. HDIPS shall make available to the Operator nursing services outside HDIPS normal provision of nursing services as agreed to by HDIPS and Operator shall pay HDIPS an hourly rate of \$55.00/hour.

6. **Equipment:** HDIPS shall provide Operator with the following equipment (check all those that apply):

Medication administration system and all accessories for the system, where necessary:

- ☐ Medication Carts: Quantity: \_\_\_\_ (no additional charge)
- ☐ Treatment Carts: Quantity: \_\_\_\_ (no additional charge)
- ☐ Fax Machines: Quantity: \_\_\_\_ (no additional charge)
- ☐ Automated Dispensing System, if required and approved by HDIPS (no additional charge)

Such Equipment shall be the property of HDIPS.

7. **Medical Records Services:** If requested, on a monthly basis, HDIPS shall provide Operator with a medical records package to include the following (the "Medical Records") for each resident serviced by Operator:

- ☐ Physician order sheets
- ☐ Medication administration records
- ☐ Treatment sheets
- ☐ Psychotropic drug monitoring sheets

For Medical Records services, Operator shall pay HDIPS at the rate of \$1.00 per resident/per month.

HDIPS Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

Operator Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

## BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract ("Contract") is entered into on [REDACTED], ("Contract Effective Date") between [REDACTED], having a principal location at [REDACTED] ("Covered Entity"), and **HEALTHDIRECT INSTITUTIONAL PHARMACY SERVICES, INC.**, having a principal location at 29 East Main Street, Gouverneur, New York 13642 ("Business Associate") (Each a "Party" and collectively, the "Parties").

### RECITALS:

- A. Covered Entity will make available and/or transfer to Business Associate protected health information ("PHI") in order for Business Associate to carry out i) its contractual obligations under a contract between Covered Entity and Business Associate dated [REDACTED] (the "Underlying Services Agreement" between the Parties) and/or ii) certain business responsibilities on behalf of Covered Entity.
- B. Business Associate will have access to and/or receive from Covered Entity PHI that may be used or disclosed only in accordance with this Contract and the Privacy, Security, Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164, as may be amended (collectively "HIPAA").
- C. Covered Entity and Business Associate qualify, respectively, as a "covered entity" and as a "business associate" as such terms are defined under HIPAA.

**NOW THEREFORE**, for good and valuable consideration, intending to be legally bound, Covered Entity and Business Associate agree as follows:

- 1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning given such terminology by HIPAA.

- a. **Administrative, Physical and Technical Safeguards** shall have the same meaning as those terms are defined in 45 CFR 164.304.
- b. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI (as defined herein) which compromises the security or privacy of such PHI.
- c. **Contract** shall refer to this document.
- d. **Electronic PHI** shall have the same meaning as "electronic protected health information" in 45 CFR 160.103.

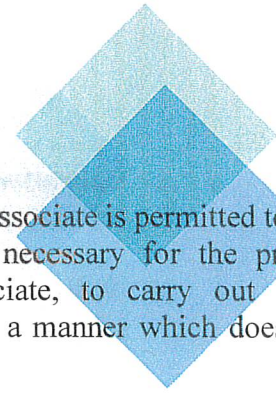


- e. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“CFR”) at Title 45, Sections 160 and 164, as may be amended.
- f. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined by 45 CFR 160.103, including a person who qualifies as a personal representative in accordance with 45 CFR 164.502.
- g. **Party or Parties** shall mean Business Associate and/or Covered Entity.
- h. **PHI** shall mean information provided and/or made available by Covered Entity to Business Associate, and has the same meaning as the term “protected health information” as defined by 45 CFR 160.103.
- i. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- j. **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
- k. **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- l. **Unsuccessful Security Incident** shall mean Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI, including, without limitation, trivial and routine incidents such as routine scans or “pings” that do not pass Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses.
- m. **Unsecured PHI** shall have the same meaning as the term “unsecured protected health information” in 45 CFR 164.402.

## **2. Permitted Use or Disclosure of PHI.**

- a. Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function on behalf of Covered Entity with regard to the use and disclosure of, and/or access to, PHI that is required, necessary or desirable for Business Associate to carry out its contractual obligations set forth in the Underlying Services Agreement and/or other business responsibilities on behalf of Covered Entity provided such function would not violate HIPAA if done by Covered Entity. Business Associate may use or disclose PHI as Required by Law.

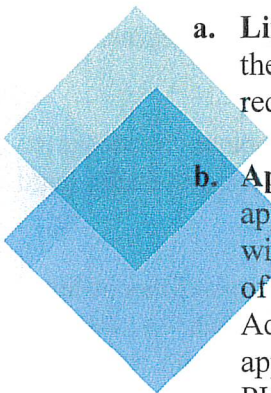


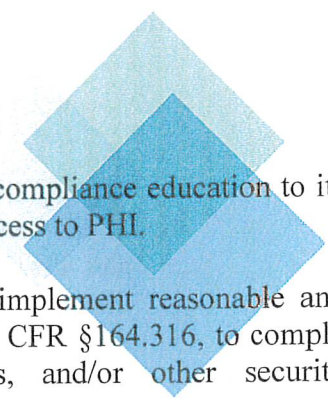
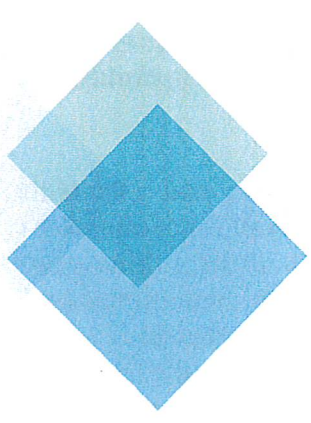


- b. Except as otherwise limited in this Contract, Business Associate is permitted to use and disclose PHI received from Covered Entity if necessary for the proper management and administration of Business Associate, to carry out legal responsibilities of Business Associate, or otherwise in a manner which does not identify individual patients, provided:
  - i) The disclosure is Required by Law;
  - ii) The Business Associate obtains reasonable assurances from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached; or
  - iii) The PHI is de-identified.
- c. Business Associate shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of Covered Entity, are consistent with the Minimum Necessary requirement under HIPAA and Covered Entity's Minimum Necessary policies and procedures.
- d. Business Associate may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- e. Business Associate may provide data aggregation services relating to the Health Care Operations of Covered Entity.

### 3. Business Associate's Obligations:

- a. **Limits on Use and Disclosure.** Business Associate shall not use or further disclose the PHI provided or made available by Covered Entity other than as permitted or required by this Contract, or as Required by Law.
- b. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards, including but not limited to those necessary for compliance with Subpart C of 45 CFR Part 164, to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Contract and shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.



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- c. **Education.** Business Associate shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.
- d. **Policies and Procedures.** Business Associate shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR §164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of Electronic PHI.
- e. **Notification of Violations or Security Incidents.** Without unreasonable delay, Business Associate will notify Covered Entity of (1) any use or disclosure of PHI not provided for by this Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and (2) Security Incidents of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). The Parties agree that no further notice is required for attempted but Unsuccessful Security Incidents. Violations or Security Incidents that constitute Breaches of Unsecured PHI shall be handled as set forth in Section 3.f. below.
- f. **Reports of Breaches of Unsecured PHI.** Business Associate shall report to Covered Entity promptly, but no later than sixty (60) business days after discovery of any Breach of Unsecured PHI of which Business Associate becomes aware. (ref. 45 CFR 164.504(e)(2)(ii)(C), 45 CFR 164.410 and 164.314(a)(2)(i)(C).). With respect to a Breach of Unsecured PHI, Business Associate must include the following information in its report to Covered Entity, but must not delay initial notification of the suspected Breach for purposes of collecting such information:
- i) To the extent possible, the identity of each Individual whose PHI has been Breached;
  - ii) Brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - iii) Description of the types of Unsecured PHI that were involved in the Breach;
  - iv) Steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - v) Brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and
  - vi) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site, or postal address.
- 



- g. Subcontractors and Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), anytime Business Associate's Subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of Business Associate, Business Associate shall first enter into a written agreement with the Subcontractor or agent that contains the same terms, conditions and restrictions on the access, use and disclosure of PHI as contained in this Contract. Business Associate shall also ensure that any such Subcontractor or agent to whom Business Associate provides Electronic PHI agrees in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.
- h. Right of Access.** Business Associate shall make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR 164.524. In the event Business Associate receives a request for access to PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- i. Right to Amendment.** Business Associate shall use reasonable efforts to facilitate Covered Entity's obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event Business Associate receives a request to amend such PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- j. Right to an Accounting.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures of PHI to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. In the event Business Associate receives a request for an accounting directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- k. HIPAA Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of such Subpart that apply to the Covered Entity in the performance of such obligation(s).
- l. Access to Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with HIPAA.
- m. Mitigation Procedures.** Business Associate shall have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Contract and HIPAA.



- n. Sanction Procedures.** Business Associate shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or Subcontractor who violates this Contract or HIPAA.
- o. HITECH Act Compliance.** All provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act, signed into law on February 17, 2009 ("HITECH"), that are made applicable with respect to Covered Entity shall also be applicable to Business Associate, and shall be deemed incorporated herein by reference. In accordance with HITECH and in furtherance of Business Associate's obligations set forth in this Contract, Business Associate shall:
- i) Comply with sections 45 CFR 164.308; 164.310; 164.312; and 164.316 of the Security Rules.
  - ii) Not use or disclose PHI unless such use or disclosure is in compliance with each applicable requirement of section 45 CFR 164.504(e), provided that Business Associate shall not be in compliance with such section if it knows of a pattern of activity of the Covered Entity that is a material breach or violation of Covered Entity's obligations under this Contract, unless Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Contract or, if termination is not feasible, report the problem to the Secretary.
  - iii) Comply with the applicable minimum necessary rules established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
  - iv) Comply with the rules on marketing and fundraising communications established by HITECH and pursuant to any applicable regulations promulgated by the Secretary provided however, that Business Associate shall not make any such communications unless specifically authorized by the Covered Entity.
  - v) Comply with the rules on restrictions on certain disclosures of PHI requested by Individuals established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
  - vi) If Business Associate is responsible for providing an Individual access to PHI maintained in an electronic health record, provide such access in accordance with HITECH and any applicable regulations promulgated by the Secretary.

- vii) Comply with the rules on accounting of disclosures of certain PHI maintained in an electronic health record (if Covered Entity uses an electronic health record) established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- viii) Comply with the rules on the sale of PHI established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.

#### **4. Covered Entity's Obligations.**

- a. Covered Entity shall notify Business Associate of Covered Entity's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any amendment or restriction to use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of the PHI.
- d. Covered entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity (except as set forth in 2(b) and (e) of this Contract).

**5. Property Rights.** The PHI shall be and remain the property of Covered Entity. Business Associate shall acquire no title or rights to the PHI as a result of this Contract.

**6. Independent Entities.** This Contract shall establish no relationship between the Parties other than that of independent contractors. Neither Covered Entity nor Business Associate, nor any of their respective agents or employees, shall be construed to be the agent, employee or representative of the other. None of the provisions of this Contract are intended to create, nor shall they be deemed or construed to create, any partnership, joint venture, or other relationship between the Parties except that of independent contracting entities. Business Associate acknowledges that it has independent obligations to comply with certain HIPAA requirements. Covered Entity does not make any warranties, representations or guarantees that this Contract satisfies Business Associate's independent obligations to comply with HIPAA.

#### **7. Term and Termination.**



- a. **Term.** The term of this Contract shall commence on the Contract Effective Date, and shall terminate upon termination of the Underlying Services Agreement (or other arrangement between the Parties), or when terminated for cause by the Covered Entity, as set forth below. Business Associate understands that termination for any reason nonetheless requires the further obligations by Business Associate set forth in section 7(c) below.
- b. **Termination for Cause.** Covered Entity shall have the right to immediately terminate this Contract if Covered Entity determines that Business Associate (or its Subcontractor) has violated a material term of this Contract and/or HIPAA and the Business Associate (or its Subcontractor) has not taken steps to cure such material default within thirty (30) days of receipt of the Covered Entity's written notification of such material breach. However, in the event that the default cannot be cured within the 30-day cure period, the 30-day cure period shall be extended for a reasonable additional time to cure such default, provided the Business Associate commences to cure the default within the 30-day cure period and proceeds diligently to affect the cure within such reasonable additional time.
- c. **Effect of Termination.** The obligations of Business Associate to protect the confidentiality of the PHI in its possession and/or known to it, its employees, agents or Subcontractors, shall survive termination of this Contract for any reason. In addition, at the termination of this Contract for any reason, Business Associate shall return, destroy or de-identify (so that the respective information does not identify Individuals) all PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity. If return or destruction of all or part of the PHI is not commercially feasible, Business Associate shall extend the protections of this Contract for as long as necessary to protect the PHI and to limit any further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If Business Associate elects to destroy the PHI it shall certify to Covered Entity in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, Business Associate shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.

8. **Change In Law/Regulation.** In the event that any new laws, regulations, or interpretations of the foregoing are promulgated, the Parties shall use reasonable efforts to promptly amend this Contract to comply with such change without any financial concession.

9. **Amendment.** This Contract may be amended by written agreement of the Parties.



- 10. Choice of Law.** This Contract shall be governed by New York law and applicable federal law. The Parties also agree that for purposes of privacy rights, HIPAA shall supersede all applicable state laws, except to the extent such State laws are not preempted.
- 11. Injunctive Relief.** Notwithstanding any rights or remedies provided for in this Contract, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of PHI by Business Associate or any agent, Subcontractor or third party that received PHI from Business Associate.
- 12. Binding Nature and Assignment.** This Contract shall be binding on, and inure to the benefit of the Parties hereto and their successors and permitted assigns, but neither Party may assign this Contract without the prior written consent of the other (except to any entity controlled by, controlling or under common control with the assigning entity).
- 13. Notices.** Whenever under this Contract a Party is required to give notice to the other Party, such notice shall be deemed given if mailed by First Class Certified United States mail, return receipt requested, postage prepaid or hand-delivered, including recognized overnight courier service, with confirmed receipt, and addressed as follows:

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

HDIPS, INC.  
29 East Main Street  
Gouverneur, NY 13642  
Attn: \_\_\_\_\_

- 14. Article Headings.** The article headings used are for referenced and convenience only, and shall not enter into the interpretation of this Contract.
- 15. Entire Contract.** This Contract consists of this document, and constitutes the entire agreement between the Parties with respect to the subject matter herein. There are no understandings or other agreements which are not fully expressed in this Contract, and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Contract supersedes any previous HIPAA business associate agreement between the Parties.
- 16. Indemnification.** Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party harmless for any and all costs, including fines, penalties, interest and reasonable attorneys' fees, related to any claim, liability, suit, or investigation by law enforcement or other governmental or regulatory agency or brought by an Individual related to the wrongful acts or omissions of the Indemnifying Party, its employees, agents or subcontractors, whether intentional or negligent, that violates the HHS Privacy Regulations regarding access to, use of or disclosure of PHI.

**IN WITNESS WHEREOF**, Covered Entity and Business Associate have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date first set forth above.

\_\_\_\_\_

HEALTHDIRECT INSTITUTIONAL  
PHARMACY SERVICES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director of Business Development

**RESOLUTION NO. 25 - XX**

Resolution Approving A New Water Supply Source For Pine Valley Community Village.

WHEREAS the current reservoir does not meet code and the needs of the building, and

WHEREAS Delta 3 performed a water study and provided 5 options for Pine Valley to remedy the reservoir problem and will be able to start construction in 3 years, and

WHEREAS the Executive and Finance Standing Committee has carefully reviewed the current bids, and

WHEREAS Pine Valley Community Village will apply for grants and utilize existing funding to pay for the project, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for Pine Valley Community Village to begin the initial phases for option 5 as presented by Delta 3, and

BE IT FURTHER RESOLVED the resolution be effective upon passage.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE EXECUTIVE &  
FINANCE STANDING COMMITTEE  
(23 JUNE 2025)

AYES\_\_\_\_\_ NOES\_\_\_\_\_

RESOLUTION \_\_\_\_\_

FOR      AGAINST

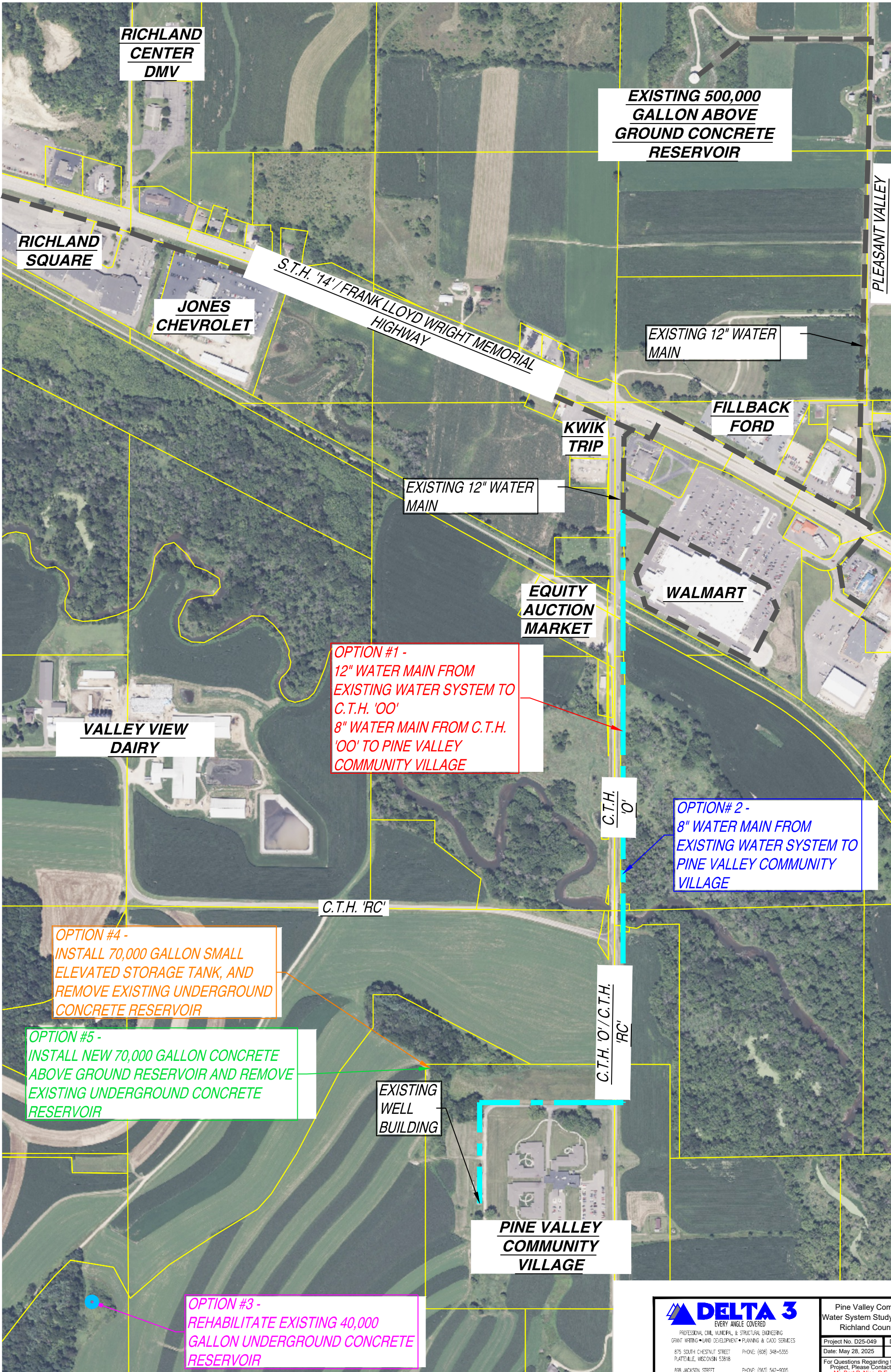
DEREK S. KALISH  
COUNTY CLERK


STEVE CARROW  
GARY MANNING  
CHAD COSGROVE  
KERRY SEVERSON  
STEVE WILLIAMSON  
MARC COUEY  
DANIEL MCGUIRE

DATED: JULY 15, 2025

*Approved by Pine Valley Committee on June 16, 2025*





 <b>DELTA 3</b> EVERY ANGLE COVERED PROFESSIONAL CIVIL, MUNICIPAL, & STRUCTURAL ENGINEERING GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES		Pine Valley Community Village Water System Study Alternatives' Map Richland County, Wisconsin	
875 SOUTH CHESTNUT STREET PLATEVILLE, WISCONSIN 53118 PHONE: (608) 348-0355		Project No. D25-049 Date: May 28, 2025	
896 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-0005		Drawn By: C. Billington Scale: 1" = 500'	
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355		Exhibit #1	



**Table 1 – Current Monthly Average Water Usage**

Month	Water Usage (Gallons/Day)
Apr ('24)	10,880
May ('24)	9,410
Jun ('24)	9,400
Jul ('24)	9,690
Aug ('24)	9,540
Sep ('24)	9,600
Oct ('24)	9,730
Nov ('24)	9,630
Dec ('24)	9,570
Jan ('25)	9,500
Feb ('25)	9,650
Mar ('25)	9,700
<b>Average</b>	<b>9,690</b>

**Reservoir Sizing for Minimum Fire Flow:**

Normal Water Usage: 9,690 gallons/day

Minimum Fire Flow: 500 gpm x 60 min x 2 hours = 60,000 gallons

**Required Storage:** 9,690 + 60,000 = **69,690 gallons → 70,000 gallons**

**Table 2 – 20 Year Economic Evaluation Summary – Water System Alternatives**  
**Annual Interest set at 2.20%**

Water System Options	Capital Cost	Annual O&M	Total Annual Worth	Total Present Worth
Option #1 – * 12" Water Main Connection to Richland Center Water System.	\$822,500	\$10,729	\$62,006	\$994,591
Option #2 – * 8" Water Main Connection to Richland Center Water System.	\$736,000	\$10,729	\$56,614	\$908,091
Option #3 – ** Repair Existing Reservoir.	\$3,395	\$10,436	\$10,647	\$170,785
Option #4 – ** New 70,000 Gallon Capacity Short Elevated Storage Tank.	\$1,350,000	\$14,436	\$98,599	\$1,581,551
Option #5 – ** New 70,000 Gallon Capacity Concrete Above-Ground Reservoir.	\$475,000	\$7,936	\$37,549	\$602,290

\* - Annual O&M includes annual water billing based on current water usage and fire protection.

\*\* - Annual O&M includes chemical, electrical, repair costs, reservoir inspection costs (once every 5 years), and well pulling costs (Approximately every 10 years). Additionally, Option #4 includes painting costs (approximately every 20 years).

**Table 3 – Water System Alternatives’ Advantages and Disadvantages**

Option	Advantages	Disadvantages
Option #1 – 12” Water Main Connection to Richland Center Water System.	<ul style="list-style-type: none"> <li>- Option welcomed by City of Richland Center.</li> <li>- Significantly reduced O&amp;M activities for PVCV staff.</li> <li>- Increases maintenance staff safety.</li> <li>- Provides adequate fire flow and system pressure.</li> <li>- Removes need for reservoir inspections and well pulling.</li> <li>- Provides adequate fire protection capacity.</li> </ul>	<ul style="list-style-type: none"> <li>- Requires regular payment for water consumption to the City of Richland Center.</li> </ul>
Option #2 – 8” Water Main Connection to Richland Center Water System.	<ul style="list-style-type: none"> <li>- Option welcomed by City of Richland Center.</li> <li>- Significantly reduced O&amp;M activities for PVCV staff.</li> <li>- Increases maintenance staff safety.</li> <li>- Provides adequate fire flow and system pressure.</li> <li>- Removes need for reservoir inspections and well pulling.</li> <li>- Provides adequate fire protection capacity.</li> </ul>	<ul style="list-style-type: none"> <li>- Requires regular payment for water consumption to the City of Richland Center.</li> </ul>
Option #3 – Repair Existing Reservoir.	<ul style="list-style-type: none"> <li>- Allows the continued utilization of all existing system components.</li> </ul>	<ul style="list-style-type: none"> <li>- Community will likely be required to replace reservoir within 20 years due to the age of the reservoir.</li> <li>- System does not have sufficient fire protection capacity.</li> <li>- Requires reservoir inspection every 5 years.</li> <li>- Requires the system’s well be pulled approximately every 10 years.</li> <li>- Continued O&amp;M activities.</li> </ul>
Option #4 – New 70,000 Gallon Capacity Short Elevated Storage Tank.	<ul style="list-style-type: none"> <li>- Provides adequate fire protection capacity.</li> </ul>	<ul style="list-style-type: none"> <li>- Requires painting approximately every 20 years.</li> <li>- Requires reservoir inspection approximately every 5 years.</li> <li>- Requires the system’s well be pulled approximately every 10 years.</li> <li>- Additional O&amp;M activities.</li> </ul>
Option #5 – New 70,000 Gallon Capacity Concrete Above-Ground Reservoir.	<ul style="list-style-type: none"> <li>- Provides adequate fire protection capacity.</li> </ul>	<ul style="list-style-type: none"> <li>- Requires reservoir inspection approximately every 5 years.</li> <li>- Requires the system’s well be pulled approximately every 10 years.</li> <li>- Continued O&amp;M activities.</li> </ul>



## Agenda Item Cover

**Agenda Item Name:**

<b>Department:</b>		<b>Presented By:</b>	
<b>Date of Meeting:</b>		<b>Action Needed:</b>	
<b>Date submitted:</b>		<b>Referred by:</b>	

**Recommendation and/or action language:**

**Background:**

**Attachments and References:**

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

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Department Head

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Administrator, Tricia Clements

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Abe Swayne Law  
Contract Hours  
December 2023 - Present

Month/Year	Hours - Attorney	Hours - Clerical	Total Cost
Dec-23	17.8	6.2	\$2,815
Jan-24 and Feb-24	33.8	6.1	\$4,684
Mar-24	88.8	1.5	\$11,212
Apr-24	91	1.7	\$11,552
May-24	36.9	2.4	\$4,792
Jun-24	62.4	1.6	\$7,920
Jul-24	40.8	2.8	\$5,310
Aug-24	59.4	1.3	\$7,523
Sep-24	55	0.8	\$6,935
Oct-24	46.5	1.4	\$5,918
Nov-24	22.4	1.6	\$2,833
Dec-24	34.5	2.5	\$4,589
Jan-25	78.9	1.7	\$10,771
Feb-25	66.2	2.3	\$10,114
Mar-25	63.2	0.9	\$9,552
Apr-25	70.2	2.9	\$10,762