

PHARMACY SERVICES AGREEMENT

THIS PHARMACY SERVICES AGREEMENT (this "Agreement") is entered into with effect as of January 31, 2026 (the "Agreement Effective Date"), by and between MAO Pharmacy, Inc. d/b/a Westwood Pharmacy, a Virginia corporation ("WESTWOOD"), and between County Commissioners for Cumberland County (hereinafter, the "County") and Sheriff Kevin J. Joyce or his successor, as the duly designated Chief Corrections Officer in the County (hereinafter, "Sheriff") (WESTWOOD, the COUNTY and the SHERIFF) hereinafter together referred to as the "Parties").

RECITALS

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

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

WHEREAS, COUNTY and SHERIFF desire to have WESTWOOD provide comprehensive pharmaceutical care services for the Cumberland County Sheriff's Office located at 36 County Way, Portland, ME 04102;

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) **Services**. WESTWOOD agrees to provide COUNTY and SHERIFF comprehensive pharmacy services ("Services") pursuant to the terms and conditions of this Agreement. WESTWOOD agrees to coordinate Services with the healthcare service provider contracted by COUNTY and SHERIFF to deliver healthcare services at its correctional facilities.
- 2) **Payment**. In consideration of the Services, COUNTY agrees to pay WESTWOOD for all items of work performed and/or materials furnished within thirty (30) days from the date of its invoice as set forth in Schedule A, attached hereto and incorporated by reference herein, and highly utilized medications will be eligible for deeper discounts. A late fee of 6% per month will be applied to late balances.
- 3) **Term**. The term of this Agreement shall commence on Agreement Effective Date and shall remain in full force and effect for a period of three (3) terms. Term one is defined as February 1, 2026, through June 30, 2026. Term two is July 1, 2026, through June 30, 2027. Term three is July 1, 2027, through June 30, 2028.
- 4) **Funding Sources**. The Parties acknowledge that performance of this Agreement and payment for pharmacy services to WESTWOOD pursuant to this Agreement is predicated

and contingent upon the continued annual appropriations by the Board of County Commissioners of Cumberland County, Maine to the Sheriff, with specific funds allocated to meet the medical needs of the inmates/detainees in the county correctional system, and the COUNTY'S and Sheriff's ability to perform under this Agreement.

- 5) Termination. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

- 6) Relationship of Parties. It is agreed that nothing contained in this Agreement is intended or should be construed as constituting a relationship of partnership, joint venture, or an association between WESTWOOD the COUNTY and SHERIFF. WESTWOOD is an independent contractor and neither it, its employees, subcontractors, nor representatives shall be considered employees, agents, or representatives of COUNTY or SHERIFF. WESTWOOD shall have no authority, express or implied, to bind or commit COUNTY to any agreements or obligations unless specifically authorized in writing. WESTWOOD understands and agrees that WESTWOOD and all WESTWOOD employees are not employees of COUNTY and are not entitled to benefits of any kind or nature to which employees of COUNTY are normally entitled, including, but not limited to, unemployment compensation, workers compensation, group health insurance, disability coverage, retirement contributions, or paid time off.

- 7) Insurance. WESTWOOD agrees to furnish and maintain for its operation, at all time during the course of services to be performed herein, policies of commercial insurance provided by a company(s) satisfactory to the COUNTY and the Sheriff with minimum limits and with continuous aggregate reserve (value), in each policy of commercial insurance as follows:
 - a. Comprehensive General Liability
 - i. \$1,000,000.00 Bodily Injury and Property Damage per claim, and \$5,000,000.00 aggregate for bodily injury and property damage with no annual aggregate on occurrence form.
 - ii. Comprehensive General Form
 - iii. Products/Completed Operations (to be provided for minimum of 24 months after completion of work)
 - iv. Broad Form Contractual Liability
 - v. Personal Injury Liability

 - b. Umbrella Liability Insurance
 - i. \$3,000,000.00 per claim, combined single limits

 - c. Professional Liability (Medical Malpractice)

- i. \$2,000,000.00/\$3,000,000.00 per claim/annual aggregate claims-made insurance coverage. Total limit requirements may be satisfied through a combination of primary and excess policies.
- ii. A six-year tail provision consistent with the Maine statute of limitations for tort claims.

d. Worker's Compensation and Employer's Liability

- i. Statutory Coverage for Maine
- ii. \$100,000 to \$500,000 Employer's Liability
- iii. Broad form all states Endorsement

WESTWOOD shall not commence any services pursuant to this Agreement until the COUNTY and the Sheriff have been furnished with Certificates of Insurance in duplicate from Company insurance carrier(s) certifying that policy(s) of insurance providing coverage in amounts equal to or greater than listed above, have been issued to WESTWOOD and are in full force and effect. Furthermore, prior to any commencement of services by WESTWOOD, the aforementioned Certificates must be examined and approved by the Sheriff's risk manager representative. The insurance broker and/or carrier or the Company will give the COUNTY and Sheriff a thirty (30) day notice of cancellation, non-renewal or change in any respective policy, and shall immediately provide the COUNTY and Sheriff with replacement certificates of insurance. The COUNTY and Sheriff shall be covered as an additional insured under all policies of insurance listed above.

8) Indemnity.

A. WESTWOOD agrees to defend, indemnify, and hold harmless COUNTY and SHERIFF, its officers, employees and agents, from and against, any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily injury and personal injury or damage to property to the extent occasioned by WESTWOOD'S acts or omissions or the acts or omissions of WESTWOOD'S agents, officers, employees, contractors (including contractors and suppliers) or servants pursuant to this Agreement.

B. COUNTY and SHERIFF agrees to defend, indemnify, and hold harmless WESTWOOD, its officers, employees and agents, from and against, any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily injury and personal injury or damage to property to the extent occasioned by COUNTY or SHERIFF's acts or omissions or the acts or omissions of COUNTY or SHERIFF's agents, officers, employees, contractors (including contractors and suppliers) or servants pursuant to this Agreement. Under no circumstances shall the provision of indemnification by either party under this Agreement be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the COUNTY under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this Section shall survive the term of this Agreement indefinitely.

- 9) Cooperative Procurement. It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated entities may access this Agreement if authorized by WESTWOOD. WESTWOOD agrees that it will contract with anybody in the State of Maine who so desires to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms and conditions of this Agreement. WESTWOOD will deal directly with each public agency, or public body seeking to obtain any goods and/or services pursuant to this Agreement. WESTWOOD will provide written notice to COUNTY and SHERIFF pursuant to Section 11 of this Agreement regarding any such contract described in the Section 7 of the Agreement.
- 10) Counterparts. This Agreement may be executed by the parties hereto in multiple original counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same.
- 11) Modifications & Amendments. This Agreement may only be modified or amended by a written agreement that is executed by both parties.
- 12) Document Disclosure. WESTWOOD acknowledges that unless otherwise identified as proprietary or confidential on their face, all documents in the COUNTY'S possession related to this Agreement may be considered to be "public records," subject to release under Maine's Freedom of Access Act, 1 M.R.S. § 401, et seq. Under no circumstances shall the COUNTY'S release of any such public records be considered to constitute a breach of this Agreement.
- 13) Entire Agreement. This Agreement and accompanying exhibit constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject of the Agreement. No modification or amendment of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
- 14) Governing Law. This Agreement shall be governed by the Laws of the State of Maine.
- 15) Notices. Any notices required or permitted to be given under this Agreement shall be furnished in writing and sent first class mail or registered mail to:

WESTWOOD: Westwood Pharmacy
Attn: Nicholas Desai
8905 Three Chopt Road
Henrico, VA 23229

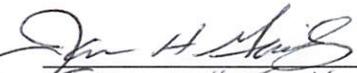
COUNTY: Cumberland County
James Gailey, County Manager
27 Northport Dr
Portland, ME 04103

SHERIFF: Sheriff Kevin J. Joyce
Cumberland County Sheriff's Office
36 County Way
Portland, ME 04102

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

Cumberland County

27 Northport Dr
Portland ME 04103

By: 
Name: James H. Gately
Title: County Manager
Date: 2/4/2026

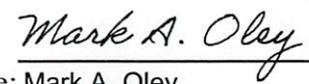
Cumberland County Sheriff's Office

36 County Way
Portland, ME 04102

By: 
Name: Kevin J. Joyce
Title: Sheriff
Date: 02-06-2026

MAO Pharmacy, Inc.

5823 Patterson Avenue
Richmond, VA 23226

By: 
Name: Mark A. Oley
Title: Vice President
Date: 2/4/2026

SCHEDULE A: Pricing

Actual Acquisition Cost shall be defined as invoice cost at the time of dispensing. Each prescription shall be priced at a maximum of Actual Acquisition Cost plus a dispensing fee of \$2.95 per prescription. Westwood Pharmacy will not sell medications below cost. Highly utilized medications will be eligible for deeper discounts.

Stock medications will be billed at Actual Acquisition Cost plus a dispensing fee of \$2.95 per card or per bottle.

Drop-shipped items and Specialty Drugs will be billed at Average Whole Price.

Returns:

Return credits will be at 100% of the cost of the eligible medication. Return credits will be processed pursuant to applicable federal and state laws and regulations.

The following items are either non-returnable and are not eligible for credit:

- **Controlled Medications (non-returnable)**
 - All controlled medications (Schedule II-V) need to be destroyed on site. The DEA prohibits returning controlled substances to the pharmacy. In the event a controlled medication is inadvertently returned to Westwood Pharmacy, Westwood will mail that medication back to you with directions to destroy on site.
- **Specialty Medications (non-returnable)**
 - Westwood Pharmacy will notify the facility prior to filling any specialty medications to make them aware the product is non-returnable.
 - Westwood Pharmacy will await written permission from the facility to proceed with filling the non-returnable specialty product.
- **Refrigerated Products (not eligible for credit)**
 - Since Westwood Pharmacy cannot verify the integrity of how the product has been stored, refrigerated products are not eligible for credit.
- **Half Tablets (not eligible for credit)**
 - If a facility requests half tabs they are not eligible for credit as Westwood Pharmacy will not be able to reuse that product.
- **Within 90 Days of the Expiration Date (not eligible for credit)**
 - If the medication is returned and it is within 90 days of the expiration date, it is not eligible for credit because Westwood Pharmacy will not be able to reuse the product.
- **Opened Bulk Items (not eligible for credit)**
 - If a bulk item (i.e., inhaler, cream/ointment) is returned open, this item will not be eligible for credit as Westwood Pharmacy cannot verify that they product has not been used.
- The final decision on the integrity of the product will rest upon the pharmacist checking the returns.
- Any damaged items are not eligible for return.