

AGREEMENT

This agreement (“Agreement”) made and this 24th day of January, 2023, by and between MAO Pharmacy, Inc., a Virginia corporation trading as “Westwood Pharmacy”, hereinafter referred to as “WESTWOOD”, and Champaign County Sheriff’s Office, IL, hereinafter referred to as “COUNTY”, is as follows:

WITNESSETH:

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

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

WHEREAS, COUNTY has inmates that are housed in the Kankakee County Detention Center (“KANKAKEE”) that receive pharmacy services from WESTWOOD; and,

WHEREAS, KANKAKEE and WESTWOOD have a contractual relationship for the provision of pharmacy services for its inmates; and,

WHEREAS, COUNTY agrees to pay for all of the pharmacy services its inmates receive that are housed at KANKAKEE;

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

- 1) **Services.** WESTWOOD agrees to provide COUNTY comprehensive pharmaceutical care services (“Services”) pursuant to the terms and conditions of this Agreement and in consideration of the timely payment of its monthly invoices. WESTWOOD understands that the COUNTY has a right to access the same or similar services from another vendor and that this is a non-exclusive contract for pharmaceutical care services.
- 2) **Pricing & Payment.** In consideration of the Services, COUNTY agrees to pay WESTWOOD for all items of work performed and/or materials furnished within thirty (30) days from its receipt of an invoice. WESTWOOD shall invoice COUNTY using the same contracted rates as KANKAKEE. A late fee of 2.5% per month will be applied to all balance that are over forty-five (45) days past due.
- 3) **Term.** The term of this Agreement shall commence on February 1, 2023, and shall remain in full force and effect for the duration of the contract between WESTWOOD and KANKAKEE.
- 4) **Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.


- 5) Relationship of Parties. It is agreed that nothing contained in this Agreement is intended or should be construed as constituting a relationship of partnership, joint venture, or an association between WESTWOOD and COUNTY. WESTWOOD is an independent contractor and neither it, its employees, subcontractors, nor representatives shall be considered employees, agents, or representatives of COUNTY.
- 6) Entire Agreement. This Agreement constitutes the entire understanding between the parties and hereby supersedes and replaces any prior oral or written agreements in their entirety.
- 7) Modifications & Amendments. This Agreement may be modified or amended by a written agreement that is executed by both parties.
- 8) Governing Law & Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
- 9) 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
- 10) 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: Hunter Hoggatt, Vice President
 5823 Patterson Avenue
 Richmond, VA 23226

COUNTY: Champaign County Jail
 Attn: Teresa Schleinz
 204 E. Main Street
 Urbana, IL 61801

IN WITNESS WHEREOF, WESTWOOD and COUNTY have caused this Agreement to be executed by each of their duly authorized officers this ____ day of January, 2023:

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

By:  _____
 Printed Name & Title: VP of Corrections

COUNTY:

Champaign County Sheriff's Office

By: D. Heuerman

Printed Name & Title: Dustin D. Heuerman
Sheriff
01/31/2023