

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 18-258-R-LW  
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on the date of execution by the County and amends Agreement Number 18-258-R-LW (“Main Agreement”) dated 7/12/2019 between Genoa Healthcare, LLC (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

**I. ADD # 17 to EXHIBIT I - OPERATION OF ARLINGTON ONSITE PHARMACY**

**17.** Contractor shall supply the County with up to five (5) STAT boxes for County’s Crisis Intervention Unit for the provision of pharmacy products. All medications removed from the STAT boxes via a valid prescription shall be billed to County clients’ third-party payers. Any medications not covered by a third-party payer shall be billed to the County and paid in accordance with **CLAUSE 6. PAYMENT TERMS** of the Main Agreement. STAT boxes will be returned to the Contractor at the end of the contract term.

**II. ADD EXHIBIT D, PRICING SCHEDULE AMENDMENT 8 OF THE FAIRFAX COUNTY CONTRACT**

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

GENOA HEALTHCARE, LLC

DocuSigned by:  
AUTHORIZED SIGNATURE: *Lucas Alexander*  
5D2342428F9D4B4...  
NAME: Lucas Alexander  
TITLE: Procurement Officer  
DATE: 10/12/2022

DocuSigned by:  
AUTHORIZED SIGNATURE: *Suzanne Tamer*  
95602E348CFC42E...  
NAME: Suzanne Tamer  
TITLE: Regional Vice President  
DATE: 10/5/2022

**EXHIBIT D – PRICING SCHEDULE - REVISED**

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**County of Fairfax, Virginia**

**AMENDMENT**

AMENDMENT NO. 8

CONTRACT TITLE: Pharmacy Services and Pharmaceuticals

**JUN 30 2020**

CONTRACTOR  
Genoa Healthcare LLC.  
707 South Grady Way, Suite 700  
Renton, WA 98057

SUPPLIER CODE  
1000007575

CONTRACT NO.  
4400009811

By mutual agreement, Contract 4400007097 is amended as follows:

1. Contract 4400007097 is hereby assigned to Genoa Healthcare Company, LLC and renumbered as summarized below:

	<b>Original Information</b>	<b>New Information</b>
<b>Name</b>	Genoa, A QoL Healthcare Company, LLC.	Genoa Healthcare LLC.
<b>Address</b>	18300 Cascade Avenue South, Suite 251 Tukwila, WA 98188-4746	707 South Grady Way, Suite 700 Renton, WA 98057
<b>Supplier Code</b>	1000032642	1000007575
<b>Contract No.</b>	4400007097	4400009811

This amendment is effective immediately and in no way alters the prices, terms and conditions of the original contract. Genoa, Healthcare LLC. hereby assumes all responsibilities and obligations under the contract.

2. The County will provide pharmacy space at the following locations to Genoa free of any charges:
  - a. 11484 Washington Plaza, Reston, Virginia 20190;
  - b. 8119 Holland Road, Alexandria, Virginia 22306;
  - c. 8350 Richmond Highway, Alexandria, Virginia 22309;
  - d. 8221 Willow Oaks Corporate Drive, Fairfax, Virginia 22031;
  - e. 14150 Park East Circle, Chantilly, Virginia 20151; and
  - f. 1850 Cameron Glen Drive, Reston, Virginia 20190.
3. The County will no longer compensate Genoa for primary care medications without authorization for clients presenting at the following clinic locations:
  - a. 11484 Washington Plaza, Reston, Virginia 20190.
  - b. 8350 Richmond Highway, Alexandria, Virginia 22309
  - c. Pharmacy located on the 4<sup>th</sup> floor of 8221 Willow Oaks Corporate Drive, Fairfax, Virginia 22031
4. Replace the HIPAA Business Associate Agreement and the Fairfax-Falls Church Community Services Board Qualified Service Organization Agreement in its entirety with the attached version (Attachment A).

*gsw*

**Department of Procurement and Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
**Website:** <http://www.fairfaxcounty.gov/procurement>  
**Phone** 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

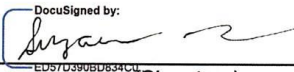
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- 5. Renew the contract for one-year effective July 1, 2020 through June 30, 2021 per the attached pricing schedule.

All other items remain the same.


ACCEPTANCE:


BY:   
DocuSigned by:  
ED57D390B0634C9  
 (Signature)

Regional Vice President  
(Title)

Suzanne Tamer  
(Printed)

6/29/2020 | 3:26 PM PDT  
(Date)

  
 Steve Pierson, CPPB  
 Contracts Manager

  
 Cathy A. Muse, CPPO  
 Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e  
 CSB – Florence Hagan/e  
 CSB – Colton Hand/e  
 HD – Jessica Werder/e  
 HD – Suzanne Lane/e

Contractor - [HRhine@genoahealthcare.com](mailto:HRhine@genoahealthcare.com)  
 Contractor - [BMitricska@genoahealthcare.com](mailto:BMitricska@genoahealthcare.com)  
 DPMM – Contract Specialist – Derek Solomon  
 OSM – Sara Brinkmoeller/e

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**Pricing Schedule**

1. Generic Medications: cost plus \$6.75  
 Brand medications: AWP minus 14% plus \$2.00 dispense fee  
 PAP dispense fee: \$10.00  
 Consultant Pharmacist Services: \$80/hour
2. Injectable drugs that are not covered under a pharmacy benefit will be compensated, by the Community Service Board (CSB), as the Average Wholesale Price (AWP) minus 18.5%.
3. The pharmacy benefit management rates for Fairfax County clients, not in the Contractor's system, who have prescriptions filled through a non-Contractor pharmacy location are as follows:

Fee Schedule		
Type	Ingredient Cost	Dispensing Fee
CVS/Walgreens Brand Rate	AWP minus 16%	\$5.00
CVS/Walgreens Generic Rate	AWP minus 55%	\$5.00
Other Brand Rate	AWP minus 16.5%	\$4.00
Other Generic Rate	AWP minus 55%	\$4.00

Contractor shall have no responsibility for the provision of pharmacy services by any pharmacy other than the Contractor.

4. The Contractor's PAP Dispense Fee applies to zero-cost-to-the-Contractor medications including Pharmaceutical Assistance Program (PAP) medications will be charged as follows:
  - a. The Contractor shall charge the patient a dispense fee of \$10 per prescription unless prohibited by PAP regulations.
  - b. The Contractor shall charge the County all PAP Dispense Fees not collected from the patient.
5. The County will compensate Genoa for primary care medications for specific safety net populations with a proper authorization from Fairfax County. The authorization mechanism will be agreed to by both parties.
  - a. For 340b eligible family planning medications, the rate shall be the resulting copay after the 340b pricing is applied, and allowable if the copay is equal to or less than \$15 for a 30-day supply or \$45 for 90-day supply.
  - b. For other authorized safety-net clients, the county shall pay the contracted rates for prescription cost that exceeds the patient payment collected. All reasonable efforts shall be made to work with the prescriber to reduce the prescription cost. Any prescription exceeding \$300 shall require phone authorization by the County.
6. The Safety Net Populations are as follows:
  - a. Homeless Health Program (HHA) will be billed at the rates listed in Number 1 above.
  - b. Shelters (SHL) will be billed at the rates listed in Number 1 above.
  - c. Teen and Family Planning (FFC) will be billed at the rates listed in Number 5 above.
  - d. FQHC FX1 and FX2 will be billed at the rates listed in Number 1 above.
7. The County will compensate Genoa for medication provided under Genoa's facility pricing calculated as follows:
  - a. Brand Medication: AWP-7% + \$6
  - b. Generic Medication: Sliding scale based off of acquisition pricing, with dispensing fees ranging from \$6-10
  - c. Over the Counter Medication: ACQ + \$6