

Walgreens

COMMUNITY OFF-SITE CLINIC AGREEMENT

This **COMMUNITY OFF-SITE CLINIC AGREEMENT** ("Agreement") by and between the party indicated below ("Client"), and Walgreen Co., on behalf of itself and all of its subsidiaries and affiliates ("Walgreens") is made and entered into on the date last signed by an authorized representative of both the Client and Walgreens (the "Effective Date").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, by their signatures below, hereby agree that (i) Walgreens will provide the **Immunizations** listed below, consisting of dispensing and administering of a certain vaccine or vaccines to participants ("Participants") at mutually agreed upon dates and times at the Client's facility(ies) listed below ("Covered Services"); and (ii) it will comply with the terms and conditions of this Agreement, as shown on the following pages.

Client Facility Location(s)*:

CLINIC LOCATION A

Local Contact Name	Local Contact Phone	Local Contact Email		
Randy	817-553-6350	randyg@johnsoncountytexas.com		
Address1	Address2	City	State	Zip
10420 E.FM 917		Lillian	Tx	76061
Clinic Date	Start Time	End Time	Est. Shots:	
09/17/2014	7:30 am	9:00 am	30	

IN WITNESS WHEREOF, Client and Walgreens have electronically executed this Agreement, as of the Effective Date.

CLIENT: Johnson County

NAME: Randy Gillespie

TITLE: N/A

DATE: 08/28/2014

Send Legal Notices To Client At:

Attention to: Randy Gillespie
 Address1: N.Main St
 Address2:
 City: Cleburne
 State: TX
 Zip Code: 76033

WALGREEN CO.

NAME: Christy Todd

TITLE: Store Manager

DATE: 08/28/2014

DISTRICT NUMBER: 215

Send Legal Notices To Walgreens At:

Healthcare Innovations Group
 200 Wilmot Rd
 MS2222
 Deerfield, IL 60015
 Attn: Health Law – Divisional Vice President
 cc: clinicalcontracts@walgreens.com

Immunization

Price*

**Flu - Standard Injectable (trivalent) -
Insurance Billing**

*Walgreens will bill the insurance plan for the contracted rate. The contracted rate includes vaccine and administration.

**The influenza price is based on following minimum number to be invoiced. The price will remain even if the number of immunizations exceeds the minimum.

PAYMENT TYPE: Submit Claims to Medical Insurance

Voucher Needed: No

**WALGREENS COMMUNITY OFF-SITE CLINIC AGREEMENT
TERMS AND CONDITIONS**

I. Walgreens' Responsibilities

Covered Vaccine Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Vaccine, Walgreens will provide the Covered Vaccine Services to Participants. With respect to such Covered Vaccine Services, the parties will comply with the procedures set forth herein.

Provision of Health Care Professionals. Walgreens will provide Client with the appropriate number of qualified health care professionals and technicians to provide Covered Vaccine Services.

Professional Judgment. Walgreens may withhold Covered Vaccine Services to a Participant for good cause, including but not necessarily limited to, the Participant's failure to pay for Covered Vaccine Services rendered; requests by Participant for services inconsistent with the legal and regulatory requirements; or where, in the professional judgment of the health care professional, the services should not be rendered.

II. Client's Responsibilities

Coordination. Client will provide Participants with notice of the time and location in which Covered Vaccine Services will be provided and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. If applicable, Client will provide Participants with Walgreens-approved vouchers, which Participants may redeem at a participating Walgreens store location.

V. Insurance

Insurance. Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, Commercial General Liability Insurance and Professional Liability Insurance and such other insurance as may be necessary to insure each respective party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. If Client requires Walgreens to name Client as Additional Insured under its Commercial General Liability policy, such Client will automatically be named as per the terms of Walgreens' insurance policy. Evidence of such insurance can be obtained by downloading the Walgreens Memorandum of Liability Insurance and Memorandum of Professional Liability Insurance and other relevant information regarding Walgreens' insurance program at www.walgreens.com/Insurance.

VI. General Terms

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Advertising. Neither party may advertise or use

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Effect of Termination. Termination will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

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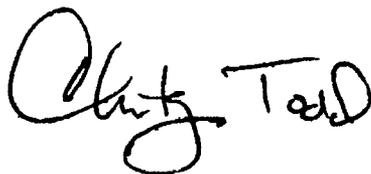
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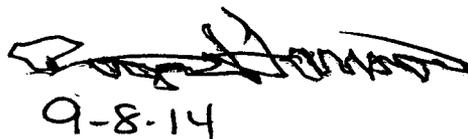
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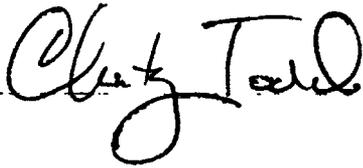
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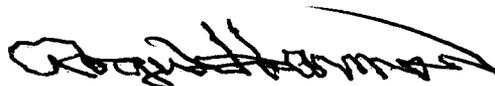
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9-8-14



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Confidentiality of PHI. Both parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to Participants ("Protected Health Information" or "PHI") in accordance with the Health Insurance Portability and Accountability Act of 1996 and all applicable federal and state laws and regulations. However, nothing herein will limit either party's use of any aggregated Participant information that does not contain PHI. This section will survive the termination of this Agreement.

Advertising. Neither party may advertise or use

Access. Client hereby grants to Walgreens, and to no other person or entity, access to its designated room or areas for the provision of Covered Vaccine Services for the time and date(s) mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

Payment. Prior to the provision of Covered Vaccine Services, Participant must provide evidence of coverage under a third-party insurance or a government funded program (e.g., Medicare). If such evidence is presented by the Participant and Walgreens is contracted with the third-party insurance or government funded program, Walgreens will submit the claim for that Participant and any copayment, coinsurance, deductible owed by the Participant will be billed at a later date. If such evidence is not provided at the time of service, either Client or Participant shall be responsible to compensate Walgreens at the lesser of the prices stated herein or the Usual and Customary Charge for the Vaccine at the time of administration. Payments made by Client are due within thirty (30) days from receipt of the monthly invoice and must be sent to the remittance address stated on the invoice. The invoice will contain the following data elements, and no further information will be provided: Group ID, store number, prescription number, patient name, recipient number, physician name, cost, service fee, copayment amount, sales tax, total charge, date of service, and drug name/NDC. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer by the administering pharmacy, exclusive of sales tax or other amounts claimed.

III. Term and Termination

Term and Termination This Agreement will commence as of the Effective Date and will continue for one year. Either party may terminate this Agreement upon prior written notice to the other party.

Effect of Termination. Termination will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

IV. Indemnification

any trademarks, service marks, or symbols of the other party without first receiving the written consent of the party owning the mark and/or symbol with the following exceptions: Client may use the name and the addresses of Walgreens' locations in materials to inform Participants and the general public that Walgreens provides Covered Vaccine Services. Any other reference to Walgreens in any Client materials must be pre-approved, in writing, by Walgreens.

Force Majeure. The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

Compliance. The parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services are provided under this Agreement. Each party will cooperate with reasonable requests by the other party for information that is needed for its compliance with applicable laws, rules, and/or regulations.

Notices. All notices provided for herein must be in writing sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the address set forth following the signature blocks. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

Entire Agreement. This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the parties hereto and supersedes any previous contract and no changes, amendments, or alterations will be effective unless reduced to a writing signed by a representative of each party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by

Indemnification. To the extent permitted by law, each party will indemnify, defend, and hold harmless the other party, including its employees and agents, from and against any and all claims or liabilities arising from the negligence or wrongful act of the indemnifying party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This section will survive the termination of this Agreement.

reference are of no force or effect.

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C. C. Todd

R. J. Horn
9-8-14



COMMUNITY OFF-SITE CLINIC AGREEMENT

This **COMMUNITY OFF-SITE CLINIC AGREEMENT** ("Agreement") by and between the party indicated below ("Client"), and Walgreen Co., on behalf of itself and all of its subsidiaries and affiliates ("Walgreens") is made and entered into on the date last signed by an authorized representative of both the Client and Walgreens (the "Effective Date").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, by their signatures below, hereby agree that (i) Walgreens will provide the **Immunizations** listed below, consisting of dispensing and administering of a certain vaccine or vaccines to participants ("**Participants**") at mutually agreed upon dates and times at the Client's facility(ies) listed below ("**Covered Services**"); and (ii) it will comply with the terms and conditions of this Agreement, as shown on the following pages.

Client Facility Location(s)*:

CLINIC LOCATION A

Local Contact Name	Local Contact Phone	Local Contact Email		
Randy	817-556-6350	randyg@johnsoncountytexas.or		
Address1	Address2	City	State	Zip
204 S. Buffalo St.		Cleburne	TX	76033
Clinic Date	Start Time	End Time	Est. Shots:	
09/17/2014	1:00pm	4:00pm	150	

IN WITNESS WHEREOF, Client and Walgreens have electronically executed this Agreement, as of the Effective Date.

CLIENT: Johnson County

NAME: Randy Gillespie

TITLE: N/A

DATE: 08/28/2014

Send Legal Notices To Client At:

Attention to: Randy Gillespie
 Address1: N.Main St
 Address2:
 City: Cleburne
 State: TX
 Zip Code: 76033

WALGREEN CO.

NAME: Christy Todd

TITLE: Store Manager

DATE: 08/28/2014

DISTRICT NUMBER: 215

Send Legal Notices To Walgreens At:

Healthcare Innovations Group
 200 Wilnot Rd
 MS2222
 Deerfield, IL 60015
 Attn: Health Law – Divisional Vice President
 cc: clinicalcontracts@walgreens.com

Immunization

Price*

Flu - Standard Injectable (trivalent) -
Insurance Billing

*Walgreens will bill the insurance plan for the contracted rate. The contracted rate includes vaccine and administration.

**The influenza price is based on following minimum number to be invoiced. The price will remain even if the number of immunizations exceeds the minimum.

PAYMENT TYPE: Submit Claims to
Medical Insurance

Voucher Needed: No

WALGREENS COMMUNITY OFF-SITE CLINIC AGREEMENT TERMS AND CONDITIONS

I. Walgreens' Responsibilities

Covered Vaccine Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Vaccine, Walgreens will provide the Covered Vaccine Services to Participants. With respect to such Covered Vaccine Services, the parties will comply with the procedures set forth herein.

Provision of Health Care Professionals. Walgreens will provide Client with the appropriate number of qualified health care professionals and technicians to provide Covered Vaccine Services.

Professional Judgment. Walgreens may withhold Covered Vaccine Services to a Participant for good cause, including but not necessarily limited to, the Participant's failure to pay for Covered Vaccine Services rendered; requests by Participant for services inconsistent with the legal and regulatory requirements; or where, in the professional judgment of the health care professional, the services should not be rendered.

II. Client's Responsibilities

Coordination. Client will provide Participants with notice of the time and location in which Covered Vaccine Services will be provided and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. If applicable, Client will provide Participants with Walgreens-approved vouchers, which Participants may redeem at a participating Walgreens store location.

V. Insurance

Insurance. Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, Commercial General Liability Insurance and Professional Liability Insurance and such other insurance as may be necessary to insure each respective party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. If Client requires Walgreens to name Client as Additional Insured under its Commercial General Liability policy, such Client will automatically be named as per the terms of Walgreens' insurance policy. Evidence of such insurance can be obtained by downloading the Walgreens Memorandum of Liability Insurance and Memorandum of Professional Liability Insurance and other relevant information regarding Walgreens' insurance program at www.walgreens.com/Insurance.

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Cheryl Ford

Randy Howard
9-8-14