



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 electronically 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 electronic signatures below, hereby agree that (i) Walgreens will provide dispensing and administering of a certain vaccine or vaccines, as listed below ("Vaccine(s)") to participants ("Participants") at mutually agreed upon dates and times at the Client's facility(ies) listed below ("Covered Vaccine Services"); and (ii) it will comply with the terms and conditions of this Agreement, as shown on the following page.

Client Facility Location(s)*:

Street Address

CLINIC LOCATION A

Local Contact Name	Local Contact Phone	Local Contact Email		
Randy Gillespie	817-556-6350	randyg@johnsoncountytexas.org		
Address1	Address2	City	State	Zip
2 N. Main Street	Johnson Co. Courthouse	Cleburne	TX	76033
Clinic Date	Start Time	End Time	Est. Shots:	
10/22/2013	8:00am	11:00am	125	

CLINIC LOCATION B

Local Contact Name	Local Contact Phone	Local Contact Email		
Randy Gillespie	817-556-6350	randyg@johnsoncountytexas.org		
Address1	Address2	City	State	Zip
247 Elk Drive	Burleson Sub Courthouse	Burleson	TX	76028
Clinic Date	Start Time	End Time	Est. Shots:	
10/22/2013	7:30am	9:00am	30	

CLINIC LOCATION C

Local Contact Name	Local Contact Phone	Local Contact Email		
Randy Gillespie	817-556-6350	randyg@johnsoncountytexas.org		

Address1	Address2	City	State	Zip
10420 E. FM 917	Precinct 3 Service Center	Lillian	TX	76009
Clinic Date	Start Time	End Time	Est. Shots:	
10/23/2013	7:30am	9:00am	30	

CLINIC LOCATION D

Local Contact Name	Local Contact Phone	Local Contact Email		
Randy Gillespie	817-556-6350	randyg@johnsoncountytexas.org		
Address1	Address2	City	State	Zip
204 S. Buffalo Street	Guinn Justice Center	Cleburne	TX	76033
Clinic Date	Start Time	End Time	Est. Shots:	
10/23/2013	1:00pm	5:00pm	150	

CLINIC LOCATION E

Local Contact Name	Local Contact Phone	Local Contact Email		
Randy Gillespie	817-556-6350	randyg@johnsoncountytexas.org		
Address1	Address2	City	State	Zip
1102 E. Kilpatrick	Law Enforcement Center	Cleburne	TX	76031
Clinic Date	Start Time	End Time	Est. Shots:	
10/24/2013	1:00pm	5:00pm	150	

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

CLIENT: Johnson County
NAME: Roger Harmon
TITLE: County Judge
DATE: 10-15-13

WALGREEN CO.
NAME: Kate Turner
TITLE: Market Pharmacy Director
DATE: 10/01/2013

Send Legal Notices To Client At:

DISTRICT NUMBER: 215

Attention to: _____
Address1: _____
Address2: _____
City: _____
State:
Zip Code: _____

Send Legal Notices To Walgreens At:

RCS Implementation
 200 Wilmot Rd
 MS2189
 Deerfield, IL 60015
 Attn: Health Law - Divisional Vice
 President
 cc: RCS.Implement@walgreens.com

Immunization

Price*

10-15-13


Flu – Standard/PF (No shot
min – Bill Insurance)

PAYMENT TYPE: Submit Claims to
Medical Insurance

*Price 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.

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

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

Confidentiality of PHI. Both parties warrant that they will maintain and protect the confidentiality of all individually identifiable health

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.

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. For the performance of Covered Vaccine Services, at the time of service, either Client or Participant shall 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. 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. However, if the Covered Vaccine Services for a Participant are covered under a third-party insurance contracted with Walgreens or a government funded program (e.g., Medicare), Walgreens will submit the claim to the third-party insurance or the government program for payment and any copayment, coinsurance, deductible owed by the Participant will be billed at a later date.

III. Term and Termination

Term and Termination This Agreement will commence as of the Effective Date

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 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

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

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.

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 reference are of no force or effect.

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